



# GANGADHAR MEHER UNIVERSITY

AMRUTA VIHAR, SAMBALPUR (ODISHA) - 768004

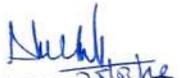
No. 1377/GMU

Date: 25.03.2026

## Expression of Interest (EoI)

Sealed tenders are invited from intending reputed public sector organization such as **State PSU/ Central PSU/Departmental Undertaking** herein after referred to as **Project Management Consultant (PMC)** for Gangadhar Meher University, Amruta Vihar, Sambalpur as mentioned in the Performa as per our terms and conditions so as to reach the undersigned on or before **Dt. 09.04.2026 by 4.00 PM** through **Speed Post/ Registered Post/ Currier Service** only and which will be opened on the prescribed date & time in presence of the party or their authorized representative (if any). The sealed cover should be super scribed with **"Engagement of State PSU / Central PSU / Departmental Undertaking as Project Management Consultant for Construction and minor repair of different Buildings in the Gangadhar Meher University, Sambalpur"**. Gangadhar Meher University reserves all the right to cancel any or all the tenders without assigning any reason thereof. The Performa, terms and conditions can be obtained from the University website [www.gmuniversity.ac.in](http://www.gmuniversity.ac.in).

**N.B.** - Hereafter, any corrigendum/amendment shall be published only on the University Website i.e. [www.gmuniversity.ac.in](http://www.gmuniversity.ac.in).

  
REGISTRAR

mz

Memo No. 1378/ GMU

Dated 25.03.2026

Copy forwarded for information and necessary action to:

- 1) Commissioner cum-Secretary to Govt., Higher Education Dept., Govt. of Odisha, Bhubaneswar.
- 2) Addl. Secretary to Govt., Higher Education Dept., Govt. of Odisha, Bhubaneswar.
- 3) FA-cum-Special Secretary to Govt., Higher Education Dept., Govt. of Odisha, Bhubaneswar.

  
REGISTRAR

mz

Memo No. 1379/ GMU

Dated 25.03.2026

Copy forwarded for information to:

PA to VC/ PA to Registrar/ Comptroller of Finance/Dy. Registrar/GIA file/ University Notice Board/ System Manager. He/ She is requested to upload the EOI in the University website for wide circulation.

  
REGISTRAR

mz

Gangadhar Meher University  
Amruta Vihar, Sambalpur, PIN-768004  
Website- <https://gmuniversity.ac.in>



**EOI Ref. No.: 1377/ GMU**

**Date: 25.03.2026**

### **Expression of Interest (EOI) Invitation**

**Gangadhar Meher University, Sambalpur  
is inviting “Expressions of Interest (EOI) cum Request for Proposal from Central PSU/State  
PSU, for engagement as Project Management Consultant (PMC), for Construction and minor  
repair of different Buildings in the Gangadhar Meher University, Sambalpur**

### Details of the Work

Sl.No.	Name of the Project	Cost of the project (in Rs.)
1	Construction of 01 no. of 200 bedded hostel for boys at Second campus of the G.M. University	9,00,00,000
2	Construction of 01 no. of 200 bedded hostel for girls at Second campus of the G.M. University	9,00,00,000
3	Construction of Academic Building at Second campus of the G.M. University	11,00,00,000
4	Construction for Accommodation of Faculties, Officers and Research Scholars at Second campus of the G.M. University	2,50,00,000
5	Construction of 6 nos. of E type quarters (Flat type)	1,50,00,000
6	Construction of Utility Centre at Second campus of the G.M. University	3,00,00,000
7	Minor repair of old buildings	1,00,00,000
<b>Total Cost</b>		<b>37,00,00,000</b>

### N.B.

- The project cost mentioned in the Advertisement is inclusive of GST, contingency, PMC charges and GST on PMC charges etc.
- Name of the project with subsequent cost of the project is firm and fixed for the entire contract period.



## DISCLAIMER

The information contained in this EOI cum Request for Proposal document ("EOI") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Gangadhar Meher University (hereafter referred as "Authority") or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI cum EOI is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this EOI cum EOI is to provide interested PSUs with information that may be useful to them in the formulation of their Proposals pursuant to the EOI cum EOI. This EOI cum EOI includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not contain all the information that each Bidder may require.

Neither G.M. University nor their employees make any representation or warranty as to the accuracy, reliability, or completeness of the information in this EOI document. Each prospective Bidder should conduct their own investigations and analysis and check the accuracy, reliability, and completeness of the information in this EOI document and obtain independent advice from appropriate source[s] before submission of their EOI.

Information provided in this EOI to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any PSU upon the statements contained in this EOI cum EOI.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI cum EOI.

The issue of this EOI cum EOI does not imply that the Authority is bound to select a PSU or to appoint the selected PSU, as the case maybe, to provide the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The PSU shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the PSU and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.



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## Data Sheet

Sl. No.	Item	Description
1	Name of the Authority	The Registrar, Gangadhar Meher University, Sambalpur
2	EOI Reference No. & Date	1377/ GMU & date. 25.03.2026
3	Project Title	Engagement of Central PSU/State PSU as Project Management Consultant (PMC), for “Construction and minor repair of different Buildings in the Gangadhar Meher University, Sambalpur”.
4	Place of submission of the EoI	The Registrar, Gangadhar Meher University, Amruta Vihar, Sambalpur-768004 (Odisha) Email: registrar@gmuniversity.ac.in
5	Proposal Validity	24 months + 12 Months (DLP)
6	Publication of EOI cum EOI Notice	1377/ GMU & date. 25.03.2026
7	Last date and time for receipt of proposals from Bidders: <b>Hard Copy</b>	09.04.2026 by 4.00 PM
8	Document Processing Fees	Rs. 5,000/- (Rupees Five thousand only) + 18 % GST Shall be payable in the form of a Demand Draft drawn in favour of “the Comptroller of Finance, Gangadhar Meher University” payable at UCO Bank, Budharaja, Sambalpur
9	Earnest Money Deposit (EMD) (Refundable)	Rs. 1,00,000/- (Rupees One lakh only) in shape of a Demand Draft in favour of “the Comptroller of Finance, Gangadhar Meher University” payable at UCO Bank, Budharaja, Sambalpur
10	Performance Security Value (Performance bank Guarantee)	5 % of Contract Value (The Performance Security of 5% of PMC Charges shall be deposited only at the time of execution of agreement)
11	Performance Bank Guarantee (PBG) validity period	PBG should be valid for a period of three months beyond the entire contract period
12	Opening of Prequalification & Technical Proposals	To be notified letter
13	Technical Presentation	To be notified later
14	Financial Opening	To be notified later
15	Opening of Commercial Bids	To be notified later
16	Total Engagement period	3 Years
17	Place of Opening of Proposal	To be notified later
18	Contact Person for any information,	Dr. Gnyana Ranjan Bal, Purchase Officer Contact No:- 9131672493 Email id:- grbal@gmuniversity.ac.in



### 1. Pre-Qualification Criteria:

Eligibility criteria is required for engagement of state PSU/ central PSU/ Departmental under taking as project management consultant for “Construction and minor repair of different Buildings in the Gangadhar Meher University, Sambalpur”

TECHNICAL CRITERIA		
Sl. No.	Description	Required Supporting Document
1	The bidder should be either a Central PSU or State PSU, Involved in civil construction of buildings.	Certificates of incorporation.
2	The bidder must have a preferable track record of at least <b>15 years</b> of experience in construction activities.	Completion certificate from Competent Authority.
3	The Bidder should have successfully completed at least one project in the last 10 years, i.e., FY 2020-21 to FY 2024-25, with a project value of not less than <b>Rs.30 Crore.</b>	Project completion certificate to be attached.
4	Bidder must have requisite and adequate qualified Technical and Non- Technical Manpower for Implementation of Civil Construction Projects.	List of such qualified Technical and Non-Technical Manpower.
5	Bidder or the authorized representatives should not have been convicted for an offence involving moral turpitude in the last five years in the state of Odisha; or any charge should not have been filed against the bidder or its authorized representatives for an offence involving moral turpitude in respect of which proceedings are pending before any court of law (judiciary) / Govt. investigating Agency. Bidder should not have any vigilance case filed by any dept. of Govt. of Odisha in the last 5 years for poor quality of work.	Self-declaration in shape of Affidavit from Notary <b>Tech-6</b> should be enclosed. In addition, the bidder is further required to provide details of proceedings pending against him/ her/ them as on the date of submission of Bid with regard to any civil, criminal case.
6	The bidder should be an assesses under Income Tax Act and Goods and Services Tax Act.	Copies of PAN, GSTIN, IT Returns for the last 5 Assessment years.
FINANCIAL CRITERIA		
7	The Bidder should have a minimum average annual turnover of <b>Rs.400 Crore</b> for last 3 financial years, i.e. <b>FY 2022-23, 2023-24 &amp; 2024-25.</b> Bidder should not have incurred any loss as per P/L statement of last 5 years.	Copy of Turnover Certificate from the Statutory Auditor Or CA Certificate.
8	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior/ current or proposed agreement engagement with client.	Self-declaration from the Bidder in the prescribed form.
9	The bidder should have positive net worth of <b>50 Crore</b> since last five (05) financial years, i.e., <b>2020-21, 2021-22, 2022-23 &amp; 2023-24, 2024-25.</b>	Certificate from CA
10	Self-Declaration that the Bidder has no relative in this organization	Self- Declaration on Official Letter Head.
11.	The bidder should have at least 5 years' experience in providing Project Management Consultancy (PMC) services in similar projects	Performance Certificates from clients, proving PMC experience.

12	The bidder should not have been involved in any legal disputes, litigation, or blacklisting during the last 5years.	Declaration Regarding Non-Participation in Legal Disputes
13	The bidder should not have had any orders or contracts cancelled due to non-performance during the last 5years	Declaration Regarding Non-Cancellation of Orders
14	The bidder should not have any of the cancellations or blacklist letter from the client, any public sectors (Central Govt/State Govt) or any of the Govt organisation in Odisha.	Declaration Regarding Non-Cancellation / Non-Blacklisting
15	The bidder should not have been convicted, or any case pending on the person and the organisation.	Declaration Regarding not have been convicted, or any case pending on the person and the organisation
16	If bidder have Branch office/Project office in Sambalpur City	Registration Certificate/ Lease deed of the Building/supporting documents of project office

**Notes:**

- The Authority reserves the right to verify the claims made by the bidder and to carry out the capacity assessment of the bidder and the Authority's decision shall be final in this regard.
- The Authority reserves the right to reject the financial bids in case of receipt of low bid abnormally.
- The Authority reserves the right to reduce the eligibility criteria or qualification marks for Technical Evaluation in case of receipt of less number of qualified bids and the Authority's decision shall be final in this regard.

PSU should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. PSUs are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the EOI cum EOI Document. The proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative.

**2. Language of Proposals:**

The proposal and all related correspondence exchanged between the bidder and the Authority shall be written in the English language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

**3. Validity of the Proposal:**

Proposals shall remain valid for a period of 180 (One hundred and eighty) days from the date of opening of the technical proposal. The Authority reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.



#### **4. Preparation and Submission of Proposal:**

##### **4.1 Documents Comprising the Bid**

The proposal shall be submitted in 2 (Two) parts in 2 (Two) separate envelopes/packages put together in 1 (one) single outer envelope. The outer envelope should be super scribed with the Bidder Name and Phone Number of the bidder. The 2 parts (referred to as 'Proposal') shall be:

##### **Part 1- Technical Proposal**

Part 1, the “**Technical Proposal**” should have the following documents.

- i.** Filled in Bid Submission Check List in Original (Appendix-II).
- ii.** Covering letter (TECH – 1) on bidder’s letterhead requesting to participate in the selection process.
- iii.** General Details of the Bidder (TECH – 2).
- iv.** Power of Attorney (TECH – 3) in favor of the person signing the bid on behalf of the bidder (as per instruction in pre-qualification section of the EOI)
- v.** Work experience certificate as per the eligibility criteria duly certified by the Authority (TECH – 4).
- vi.** Certificate of Turnover (TECH - 5) duly certified by a Chartered Accountant along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the CA.
- vii.** Undertaking of Non-Conviction (TECH - 6).
- viii.** Approach, Methodology & Work Plan to undertake the assignment (TECH - 7).
- ix.** CV of Key Personnel (TECH-8)
- x.** Self-declaration of having no relatives in the organization (TECH-9).
- xi.** Undertaking for not having been black-listed by any Central / State Government / Any other Autonomous Bodies/ International & National Organization in last 3 years from the Bid submission date on the letterhead of the bidder (TECH-10).
- xii.** All the pages of the proposal and attachments are signed by the authorized representative of the bidder.
- xiii.** Any pending legal issues / involvement in legal conflicts in last 5 years.
- xiv.** Certificate of Incorporation.
- xv.** Copy of PAN.
- xvi.** Copy of GSTIN (Good and Service Tax Identification Number (GSTIN)).
- xvii.** Copy of IT returns for the last 05 assessment years.
- xviii.** EOI cum EOI Document duly signed by Bidder’s Authorized Signatory.

##### **Part 2- Financial Proposal**

The Part 2, the “Financial Proposal” should be submitted as per the format for Financial Bid given in Appendix-I.



## 4.2 Submission of Bids

a. The **Technical proposal (Part A)** and **Financial Proposal (Part B)** must be inserted in separate sealed envelopes, along with bidder's name and address on the envelope and clearly marked as follows:

Part-A: - Technical proposal for "ENGAGEMENT OF STATE PSU/ CENTRAL PSU/ DEPARTMENTAL UNDER TAKING AS PROJECT MANAGEMENT CONSULTANT FOR "Construction and minor repair of different Buildings in the Gangadhar Meher University, Sambalpur".

Part-B: - Financial Proposal for "ENGAGEMENT OF STATE PSU/ CENTRAL PSU/ DEPARTMENTAL UNDER TAKING AS PROJECT MANAGEMENT CONSULTANT FOR "Construction and minor repair of different Buildings in the Gangadhar Meher University, Sambalpur"

Both the envelopes i.e. envelope for Part-A and Envelope for Part-B must be packed in a separate sealed outer cover and clearly super scribed with the following:

Proposal for "ENGAGEMENT OF STATE PSU/ CENTRAL PSU/ DEPARTMENTAL UNDER TAKING AS PROJECT MANAGEMENT CONSULTANT FOR "Construction and minor repair of different Buildings in the Gangadhar Meher University, Sambalpur"

The Bidder's Name & address shall be mentioned in the left-hand corner of the outer envelope.

The inner and outer envelopes shall be addressed to THE REGISTRAR, G.M. UNIVERSITY, SAMBALPUR at the following

### Address:

**The Registrar, Gangadhar Meher University  
Amruta Vihar, Sambalpur, PIN-768004**

- a. If the outer envelope and the financial proposal envelope is not sealed and marked as mentioned above, then G.M. University will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.
- b. Bids shall be submitted through Speed Post/ Registered post/ Currier service at the address mentioned above. G.M. University shall not take any cognizance and shall not be responsible for delay/loss in transit or non- submission of the Bid in time.
- c. The Scope of Work to be carried out by the Selected PSU is detailed in Terms of Reference (ToR - ii). The Bidders are required to quote for the entire scope of work detailed in ToR (ii), failing which the Bid will not be considered for evaluation.
- d. *Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bid will be rejected.*



## **5. Clarification**

- a. Any Bidder seeking a clarification with regard to the EOI may write to Authority, email id. All e-mail queries or clarification requests should be received well before the last date of submission of tender.
- b. Authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the EOI Schedule. Authority's responses (including an explanation of the query but not identification of its source) will be made available to all the Applicants and shall be uploaded on Website. It shall be the responsibility of the Applicants to check Authority's Website for the responses to the queries or requests for clarifications. Authority may, but shall not be obliged to, communicate with the Applicants by e-mail, notice or any other means it may deem fit about the issuance of the clarifications.
- c. Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring Authority to respond to any query or to provide any clarification. Authority may, of its own initiative, if deemed necessary, issue clarifications to all the Applicants. Verbal clarifications and information given by Authority or any other person for or on its behalf shall not in any way or manner be binding on Authority.
- d. Queries in writing should be sent to Authority by the date and time specified in EOI schedule at the address given in Notice.

## **6. Opening of the proposal:**

- i. Completed proposal must be submitted on or before the time and date stated in the Data Sheet.
- ii. Opening of Proposals will be done in the presence of bidders for Technical and Financial proposal.
- iii. The Financial Proposal will be opened for the shortlisted applicants who qualify for financial opening as per EOI. The date of opening of Financial Proposal will be notified later.

## **Authority's Right to acceptance any Proposal and to reject any proposal**

Authority will accept a Proposal/Bid, which will be best suited in terms of technical, commercial and economical aspects. The decision of the Authority shall be final on these aspects. The Authority also reserves following rights without any kind of liability or any obligation to inform the affected Bidder(s) of the ground of action for Authority's action.

- a. To accept or reject any or part of any EOI or all the Expression of Interest without assigning any reason thereof.
- b. Not to accept the lowest tender or assign reasons for not accepting the lowest EOI.
- c. Not to proceed ahead in the EOI or bidding process without assigning any reason thereof at any stage.

## 7. Technical Evaluation Criteria:

Table 1.0: Technical Evaluation Parameters			
Sl. No.	Parameter for PSU/ PMC	Evaluation Criteria	Maximum Score
<b>STAGE A</b>			
<b>1</b>	<b>Technical Strength of the Firm :-</b>		
1.1	Cumulative value of Executed project in single work successfully completed of minimum 100 Crore during the last 10 years.	<ul style="list-style-type: none"> <li>Executed a single project worth Rs 100 Cr in last 5 years: <b>12 marks.</b></li> <li><b>1 mark</b> per additional value of the project of Rs 100Cr. &amp; above subject to a maximum of 3 Marks.</li> </ul>	15
1.2	Cumulative value of ongoing project under single work order.	<ul style="list-style-type: none"> <li>Above Rs. 500 Cr. = 15 Marks</li> <li>&gt; Rs. 400 Cr - 500 Cr. = 10 Marks</li> <li>&gt; Rs. 300 Cr. - 400 Cr. = 07 Marks</li> <li>Rs. 100 Cr – 300 Cr. = 04 Marks</li> </ul>	15
1.3	Registration with	<ul style="list-style-type: none"> <li>IGBC/ GRIHA/ LEED or Council of Architects = 04 Marks</li> <li>Institute of Engineers, similar Organization = 02 Mark</li> <li>ISO certification = 04 Marks</li> </ul>	10
<b>2</b>	<b>Financial Strength of the firm :-</b>		
	Average Annual Turnover for three financial years, i.e. 2021-22, 2022-23 & 2023-24.	<ul style="list-style-type: none"> <li>More than 1000 Cr Turnover = 15 Marks</li> <li>700-1000 Cr Turnover = 10 Marks</li> <li>500-700 Cr Turnover = 05 Marks</li> <li>400 - 500 Cr Turnover = 02 Marks</li> </ul>	15
<b>3</b>	<b>Employee Strength in Organization :-</b>		
	<b>Minimum Qualification:</b> Bachelor's Degree in Engineering min 05 years of Experience.	a) <b>Civil Engineers</b> (Max 10Marks)	>50 Nos. = 10Marks 41- 49 = 07 Marks 31- 40 Nos = 05Mark <30 Nos. = 02 Mark
		b) <b>MEP Engineers</b> (Max 5 Marks)	> 10Nos. = 05 Marks 1- 09 Nos. = 03 Mark
<b>4</b>	<b>Branch Office</b>	Branch Office/ Project Office at Sambalpur City = 10 Marks	10
<b>Technical Score (Stage A)</b>			<b>80</b>
<b>STAGE B</b>			
	<b>Presentation</b>	i. Organizational setup ii. Understanding of the project iii. Details of Execution/ methodology using latest technologies/ project time lines. iv. Other relevant points for presentation will be mentioned in the invitation letter that will be sent to the eligible bidders for presentation.	20
<b>Technical Score (Stage B)</b>			<b>20</b>

<b>Total Technical Score (Stage A + Stage B)</b>	<b>100</b>
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**8. BID Evaluation: (Quality and Cost Based Selection- QCBS)**

**i. Technical Evaluation:**

The Technical Bid submitted by the bidders shall be opened on the scheduled date and time and evaluated by the Technical Committee/ Evaluation scrutiny committee

The bidders will be allotted marks out of **80 points** as detailed in the **Table – 1.0 (Technical Evaluation Parameters)** under stage -A, on the basis of the certified documents submitted by the bidder along with the, in support of the desired information furnished by the concerned bidder. Those bidders who score more than or equal to 70% (**i.e., 56 out of 80**) will be called under stage-B (Technical Evaluation Parameters) to give the Presentation, for which the Technical Committee of the Department along with some other officers inducted (if any) by competent order, will evaluate the presentation (stage-B of Technical Evaluation) out of **20 points**. The total Technical Score (TS) for stage-A & stage-B which is 100 will be scaled down to 80. Those bidders whose score is more than or equal to 80% (i.e., 64 points out of 80 as TS as qualifying marks for further evaluation) will be shortlisted, and financial offers/Bid will be opened for those bidders only.

**ii. Financial Evaluation:**

*The Financial bid for the above shortlisted bidder will be opened. The bidder with the lowest quoted rate will be assigned a score of 100. The other bidders will be allotted score relative to the score of bidder with the lowest quote, which will be as below:*

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

Where, FS = The Financial score of the financial proposal being evaluated

FL = The price of lowest priced financial proposal and

F = The price of financial proposal of the concerned bidder. The above FS (Financial Score) will be Scaled down to 20 points.

**iii. Final Evaluation:**

- Scores obtained on the **Financial Score (FS)** out of 20 points will be added to score obtained on **Technical Score (TS)** out of 80 points to get a **Consolidated Score (CS)** out of 100 points.
- The bidder with the highest **Consolidated Score (CS)** will be selected.

$$CS=TS*0.8+FS*0.2$$

- If there is a tie in the CS, the vendor with a higher score on the technical offer (TS) will be selected.
- During evaluation, the Department will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail.
- The successful bidder has to execute an agreement with all the formalities.

## **9. Project Management, Cost and Time Control:**

- a. The Central/State PSU 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 Expression of Interest to reduce the number of packages for better management. The Central/State PSU shall be obliged to adopt all the above said measures to successful completion of the works within Approved Cost and agreed Time period.
- b. The Central/State PSU 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 via 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 proactive 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. The Central/State PSU 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 the Registrar, G.M. University 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 The Registrar, G.M. University, 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 The Central/State PSU along with comprehensive proposals for revision in earlier approved Project Cost & Timeline, which shall be intensively examined by the Registrar, G.M. University.
- d. In consultation with The Central/State PSU before approval is accorded to their proposals. No additional expenditure over and above the earlier approved Project Cost shall be incurred by The Central/State PSU without prior approval of the Registrar, G.M. University.
- e. At any time, it appears to the Registrar, G.M. University that the actual progress of the work does not confirm to the approved programme referred above and intimated to The Central/State PSU by the Registrar, G.M. University, detailed reasons and justifications for such delays shall have to be provided by The Central/State PSU, which shall be examined by the Registrar, G.M. University to re-Schedule the Programme, if any. Progress Review Meetings preferably monthly shall be held between The Central/State PSU and the Registrar, G.M. University for reviewing the progress of works based on Baseline Programme / Milestones etc. and also for resolving co-ordination issues, if any including fixing priority of some works, facilities and services for their early completion and handing over to THE REGISTRAR, G.M. UNIVERSITY for putting item to use for intended purpose.

## **10. Disputes, Enquiries and Queries:**

- a. The Central/State PSU shall be responsible for observing due diligence and adopting all possible measures at various stages of work execution so as to avoid Arbitration/ Litigation and other hindrances and the work is completed within optimum cost and time in hassle free environment.
- b. The Central/State PSU shall be responsible for defending all Arbitration and Court Cases arising out of execution till the works end examining the Arbitration Award/ Decree of Court or Law/



liability by appropriate authority in The Central/State PSU 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. The decision of the competent authority in The Central/State PSU to accept the award or challenge the same in a Court of Law will be binding on the THE REGISTRAR, G.M. UNIVERSITY.

- c. THE REGISTRAR, G.M. UNIVERSITY shall settle and pay the final claims which may be decreed by a Court of Law, Tribunal or by award of an Arbitration in relation-to-the-deposit work, based on recommendations of the Central/State PSU.
- d. The Central/State PSU 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 THE REGISTRAR, G.M. UNIVERSITY. Providing all work-related information promptly to THE REGISTRAR, G.M. UNIVERSITY for replying to Parliament Questions, queries from various Constitutional & Statutory Authorities.
- e. The decision of the Arbitral Tribunal shall be final and binding upon both the parties. The cost and expenses of Arbitration proceedings will be paid by the Parties as determined by the Arbitrator. However, the expenditure incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

#### **11. Contract Negotiation:**

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

#### **12. Award of Contract:**

After completion of the negotiation, the client may award the proposed work to all the technically qualified bidders on the price quoted in lowest price bid as desired by client. The client will notify the successful bidder in writing by issuing an offer letter for signing the MoU and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the MoU after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the MoU, no variation or modification of the terms of the MoU shall be made except by written amendment signed by both the parties. The MoU will be valid for **THREE YEARS** from the date of effectiveness of the MoU and will be extended on mutual consent. Proposal Validity Bids shall remain valid for a period of **180 days** from due date of bid submission as mentioned in the Bidder Data Sheet. During this period, bidders shall ensure the availability of Authorized Representative nominated in the Proposal and also the financial proposal shall remain unchanged. The Authority will make its best effort to complete the selection process within this period. Authority reserves the right to reject a Bid as non-responsive, if such Bid is valid for a period, which is less than period specified and Authority shall not be liable to send an intimation of any such rejection to such Bidder. Bidders are requested to refer "Bidder Data Sheet" for applicable duration validity.

#### **13. Replacement of Key Personnel:**

- a) Except as the Authority may otherwise agree, no changes shall be made in the deployed Personnel. If, for any reason beyond the reasonable control of the PSU, it becomes necessary to replace any manpower, the PSU shall provide as a replacement a person of equivalent or better qualifications



& experience. **Permission from the Authority shall be sought at least 15 days prior intends to replace any manpower.**

The PSU shall ensure that any such activity of replacement of the manpower will not delay or affect the progress and quality of the service by the PSU.

The replaced key personnel shall not be professionally employed anywhere in Authority works.

- b) If the Authority (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) **has reasonable cause to be dissatisfied with the performance of any of the Personnel**, then the PSU shall, at the Authority's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Authority.
- c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents, the PSUs shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

#### **14. Force Majeure:**

For purpose of this clause, "Force Majeure" means an event beyond the control of the PSU and not involving the PSU's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the PSU, which prevents or delays the execution of the work. If a force Majeure situation arises, the PSU shall promptly notify Authority in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Authority in writing, the PSU shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The PSU shall advise Authority in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Authority reserve the right to cancel the contract without any obligation to compensate the PSU in any manner for whatsoever reason.

#### **15. Extension of Period of Validity:**

In exceptional circumstances, Authority may solicit bidder's consent for an extension of the period of Bid validity. Any such request by Authority and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional. A Bidder may refuse Authority's request for such extension without forfeiting the Bid Security. A Bidder accepting the request of THE REGISTRAR, G.M. UNIVERSITY shall not be permitted to modify its Bid.

#### **16. Disclosure:**

Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.

- Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of



the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.

Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:

- A criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
- corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
- Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

**17. Anti-corruption Measure:**

- a. Any effort by Bidder(s) to influence the Authority in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Authority shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

**18. Conflict of Interest:**

Conflict of interest exists in the event of:

- i. Conflicting assignments, typically monitoring and evaluation of the same project by the empaneled bidder;

Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Authority as this would amount to their disqualification and breach of contract.

**19. Confidentiality:**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract. Any dispute in this regard will be dissolved within the jurisdiction of the Courts at Bhubaneswar.

**20. Governing Laws and jurisdiction:**

The Contract shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Sambalpur shall have jurisdiction over all matters arising out of or relating to the Contract/Agreement.

**21. Settlement of Dispute:**



In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the PSU, which has not been settled amicably, the same shall be resolved or settled by way of arbitration by the sole arbitrator to be appointed by the Registrar, Gangadhar Meher University and the decision of the arbitrator shall be final & binding on both the parties. The arbitration shall be held in accordance with the provisions of Arbitration and Conciliation Act 1996 and the place of arbitration shall be only at Sambalpur.

## **22. Disqualification of Proposal:**

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal not submitted in accordance with the procedure and formats as prescribed in the EOI cum EOI.
- Proposal is received in incomplete form.
- Proposal is received after due date and time for submission of bid.
- Proposal is not accompanied by all the requisite documents / information.
- A commercial bid submitted with assumptions, conditions or uncertainty.
- Bids with any conditional technical and financial offer.
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value.
- Proposal is not properly signed.
- Proposal is not conforming to the requirement of the scope of the work of the assignment.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the bid process.
- Disclosure of Financial Bid.
- Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices

## **23. Liability:**

The Liability of the selected PSU under this agreement in any case shall not be beyond the amount of fees payable to the selected PSU under this agreement.

## **24. Terms of References (ToR):**

### **a) Introduction**

#### **Academic Building**

The Academic Building is intended to provide dedicated space for teaching, learning, research, and academic administration. It will house classrooms, lecture halls, laboratories, seminar rooms, faculty rooms, departmental offices, and research facilities. The building aims to enhance academic excellence, promote interdisciplinary learning, and accommodate the growing number of students and academic programs.

#### **Hostels for Boys and Girls**

Separate hostels for boys and girls are proposed to provide safe, secure, and comfortable residential facilities for students. These hostels will support students from different regions, especially those from rural and remote areas, by offering affordable accommodation within the campus. The hostels will foster a conducive environment for study, cultural exchange, and overall personality development.

### **Staff Quarters**

Staff quarters are proposed to provide on-campus residential accommodation for non-teaching staff. Availability of staff housing within the campus will ensure timely administrative and support services, enhance staff welfare, and improve operational efficiency of the University.

### **Accommodation for Faculty Members, Officers, and Research Scholars**

Residential accommodation for faculty members, officers, and research scholars is planned to attract and retain qualified professionals and researchers. On-campus housing will promote academic engagement beyond classroom hours, facilitate research collaboration, ensure institutional continuity, and provide a supportive living environment for scholars and officers associated with the University.

### **Utility Centre**

The Utility Centre is proposed to house essential infrastructure and services required for smooth functioning of the campus. This includes electrical substations, water supply systems, sewage and waste management facilities, fire safety systems, maintenance workshops, and other common utility services. The Utility Centre will ensure efficient, safe, and sustainable operation of campus facilities.

### **Minor Repair works of old buildings**

Gangadhar Meher University, being one of the oldest and most reputed institutions in the region, has several academic and administrative buildings constructed decades ago. Over time, due to continuous usage, weather exposure, and aging of materials, these buildings have developed various minor defects that require immediate attention. In view of the above, the execution of minor repair works in the old buildings of Gangadhar Meher University is essential. These works are necessary to ensure safety, sustainability, cost-effectiveness, and the continued smooth functioning of the university.

## **b) Scope of Services and Deliverables**

The selected Government PSU/Organization will be responsible for the following:

### **1. Vetting of Architectural Plan & Project Estimate:**

Preliminary Project Report (PPR) shall be prepared by the 'PMC' based on functional & space requirements as intimated by 'Gangadhar Meher University' and submitted to 'Gangadhar Meher University' for its approval.

{It would be a joint endeavor on the part of both 'Gangadhar Meher University' and 'PMC' in consultation with consultants & experts to develop Standard Plans & Specifications for Works & Services including Furniture, Equipment, and Plants etc. pertaining to various categories of Works etc.}

Based on approved PPR, 'PMC' shall prepare Detailed Project Report (DPR)/ Preliminary Estimate (PE) consistent with their norms & standards, containing Milestones and commensurate activities to be accomplished against each Milestone & Baseline. The DPR should consist Technical Specification of Civil work Electrical work, PH work etc. Programme in the form of CPM Network depicting clearly dates of Start and Completion of the work and submit it to 'Gangadhar Meher University' along with all relevant input information, documents and Drawings etc. for approval of 'Gangadhar Meher University', within 8 (eight) weeks of receipt of approval for PPR. 'PMC' shall use O.P.W.D. Analysis of Rates for current Schedule of Rates (SOR) for framing the DPR/ PE. Non – SOR Items shall be incorporated in the Detailed Estimates only when these are not either readily available in SOR. Detailed reasons and justifications for including Non-SOR Items shall have to be furnished by 'PMC'. 'Gangadhar Meher University' shall accord approval to DPR / PE containing Milestones and commensurate activities to be accomplished against each Milestone & Baseline Programme in the form of CPM Network and issue Administrative Approval (A/A) & Expenditure Sanction (E/S) as per submission by 'PMC'.

On receipt of the A/A and E/S, the 'PMC' shall prepare and accord Technical Sanction (TS) to detailed and coordinated design of all the Architectural, Civil, Electrical, Mechanical, Horticulture and any other services included in the scope of the sanction and of the Detailed Cost Estimates containing the detailed specifications and quantities of various items prepared on the basis of the current Schedule of Rates maintained by OPWD Code. While preparing the estimate, PMC should quote their approved lump sum service charge.

## **2. Execution and Monitoring of the Work:**

'PMC' shall obtain necessary Statutory Approvals/Permission/ Clearances/ Certificates from the concerned Local Bodies & Statutory Authorities like District Authorities, Municipal Corporation, Panchayati Raj Institutions, Town Planning Board, Electricity Board/ Fire Department, State/ Central Pollution Control Boards, State/ Central Environmental Authorities, etc (for e.g. approval of the building plan and drawings from Sambalpur Development Authority (SDA), 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 clearances; and shifting of religious shrines, obtaining of fire safety certificates from the appropriate authorities, etc) to start the work have been obtained. The 'Gangadhar Meher University' shall be responsible for providing all assistance to 'PMC' in this process.

'Gangadhar Meher University' shall make the work site available free from encumbrances to 'PMC'.

'PMC' shall permit 'Gangadhar Meher University' 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.

'Gangadhar Meher University' 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.

'PMC' shall ensure adequate availability of men & material by their contractors. Gangadhar Meher University will not be held responsible in case of any issue arises to contractors /vendors/labors etc at site.

'PMC' shall ensure that it's 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 Employer in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work.

'Gangadhar Meher University' shall permit and facilitate to the 'PMC' all utilities required for construction e.g. drawl of Ground Water, obtaining electricity connection, putting up Labour Camps/ Huts inside the available space for facilitating construction by contractors engaged by 'PMC'. 'PMC' shall provide necessary support in obtaining permission, if any, of Local Bodies in this regard.

As soon as the work is allocated, 'PMC' shall prepare and submit to 'Gangadhar Meher University' an Integrated Programme Chart for the execution of work showing clearly all activities from the start of work to completion with details of manpower and other input information required for the fulfillment of the timelines given therein. 'PMC' will intimate 'Gangadhar Meher University', Project Team, both on - site and off-site, starting from Chief Engineer to Junior Engineer associated with execution of the work. 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.

‘PMC’ shall be responsible for providing Physical Progress Reports to ‘Gangadhar Meher University’ 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 taking into account ‘Gangadhar Meher University’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 mutually agreed time-schedule/ milestones and within agreed Cost.

‘PMC’ shall also be responsible for providing to ‘Gangadhar Meher University’ Financial Progress Reports of the project and up to date Expenditure incurred on the work on monthly basis along with Certificate of Utilization of Fund against Fund earlier released to ‘PMC’ by ‘Gangadhar Meher University’.

‘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, OPWD (PAR, DSR, SOR etc., as applicable) Works Manual, Codes, Books of Specifications etc. and also in accordance with relevant and extant provisions of Odisha General Financial Rules (OGFR), 2023.

The assigned project should be completed within the assigned time period. DLP of 12 months will start after the commissioning and handing over of the project. Upon the completion of the assigned project in all respects, a Defect Liability Period (DLP) of one year will commence. During this period, any defects arise such as structural defects including cracks, water leaks, electrical issues, external/internal tiling defects etc., the bidder is responsible to comply all such defects at their own risk and cost. In case the bidder has completed the assigned project prior to assigned period, then the DLP will start from the date of the commissioning and handing over of the project.

### **3. Supervision/Monitoring of Construction Works:**

Regular on-site monitoring of the construction process will be conducted according to approved designs, technical specifications, and quality standards. This includes closely overseeing all construction activities to confirm compliance with relevant safety regulations and environmental guidelines. The monitoring team will verify that the materials used meet specified quality standards, ensuring project integrity throughout the construction phase. Additionally, progress reports will be prepared to document advancements and identify any deviations in construction activities. Promptly addressing these deviations is crucial for maintaining the project timeline and ensuring that the final outcome aligns with established goals and requirements.

### **4. Stakeholder Coordination:**

The selected PSU will facilitate collaboration among Gangadhar Meher University authorities, PSUs, and contractors and other required agencies to ensure the smooth execution of projects. This includes facilitating effective communication and resolving issues among stakeholders to enhance project outcomes. Upon selection of the PSU would be required to submit the above deliverables to the Authority of Gangadhar Meher University from time to time.

## 5. Milestone

The Commencement of the PSU's Services will be considered from the date of signing of the agreement.

Sl. No.	Stage	Time Duration (In Days)
1	Stage-1 Vetting of Architectural Plan and project estimate	30
2	Stage-2 Finalization of Construction Agency	30
3	Stage-3 Completion of the work	670

### c) Proposed Payment Schedule

Sl. No.	Stage	% age of agency charge to be paid
1	On issue of Letter of Award	33 % of total estimated cost
2	On completion of 30% of work	33.5 % of total estimated cost
3	On completion of 60% of work	33.5 % of total estimated cost

- a. PSU remuneration would be on the total actual completion cost fully to be borne by THE REGISTRAR, G.M. UNIVERSITY as defined above. The charges payable will be initially calculated on the basis of the Cost of work as per Detailed Estimate as sanctioned. Later on, it shall be adjusted on the basis of Works Contract Cost. Finally, the agency charges shall be adjusted as per Percentage of "Actual Completion Work".
- b. Being a State Public University, Gangadhar Meher University is completely depended on the release of fund by the Higher Education Department, Government of Odisha. The procedure of payment shall be governed by the necessary guidelines as issued by the Government and the same shall be equally binding on both the parties.
- c. In addition, THE REGISTRAR, G.M. UNIVERSITY shall also pay PSU the Goods and Services Tax, applicable on the works and fees at the rates as stipulated by the Government of India from time to time.
- d. If, after the date of execution of this Agreement, the Central Government or the concerned State Government imposes any fresh Tax or Charges on the construction work and Consultancy fee payable to the Consultant, the same shall be reimbursable to PSU by THE REGISTRAR, G.M. UNIVERSITY on production of proof of payment to the concerned THE REGISTRAR, G.M. UNIVERSITY.
- e. PMC has to submit the Utilization Certificate (UC) as and when required by the funding agencies.

## 25. Formats for Response:



TECH-1

**COVERING LETTER**

*(ON BIDDER'S LETTER HEAD)*

To,

The Registrar,  
Gangadhar Meher University,  
Amruta Vihar, Sambalpur, PIN-761004

**Ref:** Expression of Interest cum request for Proposal for ENGAGEMENT OF STATE PSU / CENTRAL PSU/DEPARTMENTAL UNDER TAKING AS PROJECT MANAGEMENT CONSULTANT FOR " CONSTRUCTION AND MINOR REPAIR OF DIFFERENT BUILDINGS IN THE GANGADHAR MEHER UNIVERSITY, SAMBALPUR"

Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Expression of Interest No. 1377/ GMU Dated: 25.03.2026, I hereby submit the proposal which includes this technical proposal. Our proposal will be valid for acceptance up to **180 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date:

1. Being duly authorized to represent and act on behalf of..... (hereinafter referred to as "the Applicant"), and having reviewed and fully understood all of the information provided in the EOI document provided by the Authority in respect of the captioned EOI, the undersigned hereby submits the Applications in response to the EOI.
2. We have studied the EOI document carefully and understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the EOI Process including the Empanelment.
3. This statement is made for the express purpose of qualifying as an Applicant for the aforesaid EOI.
4. We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the qualification statement.
5. We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We understand that you may cancel the EOI Process at any time and that you are neither bound to accept any application that you may receive nor to invite the Applicants, without incurring any liability to the Applicants.
7. My/Our Application is consistent with all requirements of submission as stated in the EOI Document or in any of the subsequent communication issued by the Authority. I/We would be solely responsible for any errors or omissions in our application.



8. I/We understand that any omission, commission or misstatement in facts provided by us will make our application invalid at any time during the EOI Process and also after the EOI; the Authority reserves the right to take appropriate action accordingly.
9. I/We understand that the Authority reserves the right to accept or reject any or all the Applications and reserves the right to withhold and/or cancel the EOI Process without assigning any reason or otherwise.
10. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the EOI of Agencies, or in connection with the EOI Process itself, in respect of the above-mentioned activities and the terms and implementation thereof.
11. I/We agree and undertake to abide by all the terms and conditions of the EOI Document.
12. I/We submit bid declaration in accordance with the EOI Document.
13. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in My/Our Application, I/We hereby represent and confirm that My/Our Application is unqualified and unconditional in all respects.

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: \_\_\_\_\_

Address of the Bidder: \_\_\_\_\_



TECH-2

**BIDDER PROFILE AND STATUS**

*(ON BIDDER'S LETTER HEAD)*

<b>Sl. No</b>	<b>Description</b>	<b>Particulars</b>
1.	Name of the PSU	
2.	Office Address with pin code	
3.	Name of the authorized person signing & submitting the bid on behalf of the PSU:	
4.	Contact number	
5.	Email Id.	
6.	Year of incorporation (Certificate of Registration to be furnished)	
7.	Local office in Sambalpur (Odisha) If Yes, please furnish contact details	YES/NO
8.	Details of PAN (Copy of PAN Card to be furnished)	
9.	Details of GST Registration No. (Copy of GST Registration number to be furnished)	
10.	Contact person (Name & Address)	
11.	Contact person Mobile / telephone no.	
12.	Willing to carry out assignments as per the scope of work of the EOI.	YES/NO
13.	Willing to accept all the terms and conditions as specified in the EOI	YES/NO

**FORMAT FOR POWER OF ATTORNEY**

*(ON REQUISITE STAMP PAPER)*

KNOW ALL MEN by these presents that we, \_\_\_\_\_ [name of the company/partnership/ proprietary firm], a \_\_\_\_\_ [Company/partnership/ proprietary firm] incorporated under the [Insert relevant act], having its Registered Office at \_\_\_\_\_ (hereinafter referred to as “company/partnership/ proprietary firm”):

WHEREAS in response to the Invitation for Expression of Interest (EOI) for ENGAGEMENT OF STATE PSU / CENTRAL PSU / DEPARTMENTAL UNDERTAKING AS PROJECT MANAGEMENT CONSULTANT FOR “Construction and minor repair of different buildings in Gangadhar Meher University, Sambalpur”

The company/partnership/ proprietary firm is submitting its Application for the Project issued by the THE REGISTRAR, G.M. UNIVERSITY and is desirous of appointing an attorney for the purpose thereof.

Whereas the company/partnership/ proprietary firm deems it expedient to appoint Ms./Mr. \_\_\_\_\_, Daughter / son of \_\_\_\_\_ resident of \_\_\_\_\_, holding the post of \_\_\_\_\_ as the Attorney of the Company.

NOW KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ [name of the Company] do hereby nominate, constitute and appoint \_\_\_\_\_ [name & designation of the person], son/daughter/wife of \_\_\_\_\_ as its true and lawful Attorney so long as she/ he is in the employment of the company/partnership/ proprietary firm to do and execute all or any of the following acts, deed and things for the company/partnership/ proprietary firm in its name and on its behalf, that is to say:

- To act as the company/partnership/ proprietary firm official representative for submitting the Application for the Project and other relevant documents in connection with the EOI.
- To sign all documents in relation to the Application (including clarifications and queries to the EOI) and participate in Applicants and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Application;
- To submit documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
- To sign and execute contracts relating to the Project, including any variations and modifications thereto;
- To represent the company/partnership/ proprietary firm at meetings, discussions, negotiations and presentations with Authority, Government Authorities, Independent Engineer and any other Project related entity;
- To receive notices, instructions and information for and on behalf of the company/partnership firm;
- To execute all necessary agreements or documents for implementation of the Project, including the Agreement for and on behalf of the company/partnership/ proprietary firm; and
- To do all such acts, deeds and things in the name and on behalf of the company/partnership/ proprietary firm as necessary for the purpose aforesaid.

And we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the power hereby conferred shall always be deemed to have been done by us.



The common seal of [name of the PSU] was hereunto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the \_\_\_ day of \_\_\_\_, 20 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the company/partnership/ proprietary firm of [name of the company/partnership/ proprietary firm]

[name & designation of the person]

[name & designation of the person]

**Instructions:**

1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this power of attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a power of attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostile certificate.



TECH-4

**TECHNICAL EXPERIENCE**

*(ON BIDDER'S LETTER HEAD)*

**LIST OF COMPLETED PROJECTS:**

<b>Sl. No.</b>	<b>Name of Project</b>	<b>Client/Agency</b>	<b>Period</b>	<b>Total Contract Value (In Cr.)</b>	<b>Remarks</b>

**Note:**

Supporting document with respect of each work experience to be furnished by the applicants.

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: \_\_\_\_\_

Address of the Bidder: \_\_\_\_\_



TECH-5

**FINANCIAL STRENGTH**

*(TO BE DULY CERTIFIED BY CA)*

Sl. No.	Financial Year	Turnover of firm/company	Net Worth
1	FY 2020-21		
2	FY 2021-22		
3	FY 2022-23		
4	FY 2023-24		
5	FY 2024-25		

Audited certified financial statements for the last **Five FYs (preceding the financial year in which the proposal is due)** (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form).

**Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.**

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: \_\_\_\_\_

Address of the Bidder: \_\_\_\_\_



TECH-6

**UNDERTAKING OF NON-CONVICTION**

*(ON THE STAMP PAPER (100 RUPEES) IN THE SHAPE OF AFFIDAVIT FROM THE NOTARY)*

I/we M/s \_\_\_\_\_, (name and address of the registered office) hereby certify, confirm and undertake that our company/firm/enterprise/I or any of our promoter(s)/director(s)/partner(s)/authorized representatives have not been convicted for an offence involving moral turpitude in the last 5 years in govt. of odisha, moreover, no charge has been filed against any of us for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.

In addition, we confirm that there is no proceeding pending against any of us as on the date of submission of Bid with regard to any civil, criminal, misappropriation of fund, poor quality of work or tax liability. (Please refer Note below)

We further confirm that we are aware that our bid for the captioned tender would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this tender at any stage of the bidding process or thereafter during the agreement period.

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: \_\_\_\_\_

Address of the Bidder: \_\_\_\_\_

**NOTE:** *Bidders are required to provide details of proceedings against them as on the date of submission of Bid with regard to any civil, criminal, mis-appropriation of fund, poor quality of work or tax liability and this will be taken to account during technical evaluation of the Bids. If the bidders have any proceedings pending against them, in that case they have to declare it along with this TECH-6.*



**APPROACH, METHODOLOGY AND WORK PLAN**

(ON BIDDER'S LETTER HEAD)

*[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]*

**A. Understanding of Scope, Objectives and Completeness of response**

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. **Please do not repeat/copy the ToR here.**

**B. Description of Approach and Methodology:**

- Key guiding principles for the study.
- Proposed Framework.
- Information matrix
- Any other issues

**C. Methodology to be adopted:**

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

- a. Suggestive tools for data collection.
- b. Analysis of field data and preparation of reports
- c. pre-design, schematic design, design development, Supervision during construction and administration
- d. Any other issues

**D. Staffing and Study Management Plan:**

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise with Graphical representation).

Week →						
Sequence of Study Activities / Sub Activities ↓	1	2	3	4	5	6



*(Indicate all main activities / sub activities of the proposed assignment including delivery of reports (Inception. and Final Reports) and other associate sub-activities)*

.....

(Signature of the Authorized Officer)

.....

(Name and Designation of the Officer)



**CV OF PROPOSED KEY PERSONNELS**

*(ON BIDDER'S LETTER HEAD)*

**1. Proposed Position:**

*[For each position of key professional separate form will be prepared]*

**2. Name of Firm:**

**3. Name of Staff:**

**4. Date of Birth:**

**5. Years with Firm:**

**6. Nationality:**

**7. Education:**

*[Indicate college / university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates]*

**8. Membership in Professional Associations:**

**9. Other Trainings:**

**10. Countries of Work Experience:**

**11. Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

**12. Employment Record:**

*[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience, also give types of activities performed and Authority references, where appropriate as per the prescribed format given below]*

<b>FROM [YEAR]</b>	<b>TO [YEAR]</b>
<b>NAME OF ORGANIZATION</b>	
<b>POST HELD</b>	
<b>DETAILS OF THE TASK ASSIGNED</b>  <i>[List all tasks to be performed under this Assignment/job]</i>	

**13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

*[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment /jobs that best illustrate staff capability to handle the tasks listed under point 12.]*

<b>NAME OF THE PROJECT</b>	
<b>YEAR</b>	
<b>LOCATION</b>	
<b>NAME OF THE AUTHORITY</b>	
<b>PROJECT FEATURE</b>	
<b>POSITION HELD</b>	
<b>ACTIVITIES PERFORMED</b>	

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.

**Date:**

**Signature of Key Professional with Date**

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

TECH-9

**SELF DECLARATION**

*(ON BIDDER'S LETTER HEAD)*

To

The Registrar,  
Gangadhar Meher University,  
Amruta Vihar, Sambalpur PIN-768004

**Ref:**

Dated:

It is certified that none of the PSU staff has any relative as defined in tender document are employed in the Gangadhar Meher University, Sambalpur as per details given in the tender document.

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: \_\_\_\_\_

Address of the Bidder: \_\_\_\_\_



TECH-10

**DECLARATION FOR NON-BLACKLISTING**

*(ON BIDDER'S LETTER HEAD)*

I/we, M/s..... ,....., (name and address of the registered office) hereby certify, confirm and undertake that our company/firm/enterprise/l or any of our promoter(s)/ director(s)/partner(s) have not been debarred/ blacklisted in the last 5 years by Government of Odisha ,r any Entity/Department/Public Sector Undertakings (PSUs) of Govt. of Odisha /any other State Governments/their entity/Departments/ PSUs or Central Government or its entity/ department/PSUs or their agencies in India or from abroad from participating in Project, either individually or as member of a consortiums as on the \_\_\_\_\_(Bid Submission Date)'

We further confirm that we are aware that our bid for the captioned tender would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this tender at any stage of the bidding process or thereafter during the agreement period.

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: \_\_\_\_\_

Address of the Bidder: \_\_\_\_\_



APPENDIX-I

**FINANCIAL PROPOSAL SUBMISSION FORM**

*(ON BIDDER'S LETTER HEAD)*

**FROM**

*(NAME OF THE FIRM)*

**TO**

The Registrar,  
Gangadhar Meher University,  
Amruta Vihar, Sambalpur, PIN-768004

**Subject:** ENGAGEMENT OF STATE PSU CENTRAL PSU DEPARTMENTAL UNDER TAKING AS PROJECT MANAGEMENT CONSULTANT FOR “[CONSTRUCTION AND MINOR REPAIR OF DIFFERENT BUILDINGS IN THE GANGADHAR MEHER UNIVERSITY, SAMBALPUR]”.

Dear Sir,

I/we, the undersigned, am/are pleased to provide our financial proposal / Bid in respect to Engagement of State PSU / Central PSU / Departmental under taking as project management consultant for “Construction and minor repair of different Buildings in the Gangadhar Meher University, Sambalpur” as provided with your Request of Proposal No. 1377/ GMU Date 25.03.2026 Having gone through EOI and having fully understood the Scope of Work with Term and Conditions for the assignment as set out in the EOI we are pleased to quote the amount against the proposed assignment as per the following table.

Name of the assignment	Percentage of Estimated Cost		
	In %	In figure	In Words
Supervision Charges excluding GST			

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of <Nos.> days. I have carefully read and understood the terms and conditions of the EOI and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: \_\_\_\_\_

Address of the Bidder: \_\_\_\_\_



## 26. Indemnity:

Selected PSU shall at its expense and to the maximum extent permitted by law, will indemnify, defend and hold harmless THE REGISTRAR, G.M. UNIVERSITY from all claims, judgments, actions or suits, proceedings, demands, liabilities, costs, losses damages and expenses arising out of or relating to (a) any negligent act or omission or intentional wrongdoing of the selected PSU or its representatives; (b) any claim that the provision or utilization of services or any portion thereof is not in compliance applicable laws, rules, regulations, orders of any governmental PSU(s) for injuries or damages to persons or property sustained by or claimed to have been sustained by anyone whomsoever by reason of the works undertaken by the PSU.

### General

This pre-contract Agreement (hereinafter called the Integrity Pact) is made \_\_\_\_\_ on day of the month of 20\_\_\_\_, between, on one hand, though, the Registrar, Gangadhar Meher University, Amruta Vihar, Sambalpur (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to participated in the tender (Name of the Work \_\_\_\_\_ & EoI No: \_\_\_\_\_) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

### **NOW, THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said tender at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary Impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

**The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:**

### Commitments of the BUYER

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.



- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike. and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which should afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered, or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
  - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract: if already awarded, can be terminated for such reason

#### 5. **Earnest Money**

Rs. 1,00,000/- in shape of Demand Draft drawn in favour of “the Comptroller of Finance, Gangadhar Meher University” payable at UCO Bank, Budharaja, Sambalpur.

#### 6. **Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required-



- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER However, the proceedings with the other BIDDER(s) would continue
  - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v. To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER
  - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contracts
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(1) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 7. **Fall Clause**

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department



of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded

## **8. Independent Monitors**

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## **11. Other Legal Actions**



The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**12. Validity**

- 12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**13. The parties hereby sign this Integrity Pact at**

BIDDER

BUYER



APPENDIX-II

**CHECKLIST**

Sl. No	Category	Description	Remarks	Submitted		Page No.
				Yes	No	
1.	Technical	Cover Letter (TECH-1)	Bidders Letter head			
2.	Technical	General Details of the Bidder (TECH – 2).	Bidders Letter head			
3.	Technical	Power of Attorney (TECH – 3) in favor of the person signing the bid on behalf of the bidder (as per instruction in pre-qualification section of the EOI)	On Requisite Stamp Paper			
4.	Technical	The bidder should be a State Government PSU/Central Government PSU / Departmental undertaking.	Registration Certificates			
5.	Technical	The bidder should have preferable track record of providing 10 years' experience in Construction activities of Building	Registration / Incorporation Certificates			
6.	Technical	The bidder should have successfully completed at least one project costing not less than Rs.200 Crore in last Five years (TECH-4)	Project Completion Certificate			
7.	Financial	Certificate of Turnover (TECH - 5) duly certified by a Chartered Accountant along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the CA	Turnover Certificate by CA			
8.	Financial	The bidder should have a positive Net Worth of Rs.50 Crore & Bidder should not have incurred any loss as per P/L statement of last 5 years	Turnover Certificate by CA			
9.	Technical	Undertaking of Non-Conviction (TECH - 6)	100 Rs. Stamp Paper			



10.	Technical	Approach, Methodology & Work Plan to undertake the assignment (TECH-7)				
11.	Technical	The bidder must have requisite & adequate qualified technical staff under civil/ electrical/ mechanical for execution of Civil Construction Projects (TECH-8)	Bidders Letter head			
12.	Technical	Self-declaration of having no relatives in the organization (TECH-9)	Bidders Letter head			
13.	Technical	Undertaking for Non-Blacklisting (TECH-10)	Bidders Letter head			
14.	Technical	The bidder should be an assessed under Income Tax Act and Goods & Services Tax Act	Copies of PAN, GSTIN, IT Returns of last 5 years			

