

No. 5273 /Dev-I/SUDate: 27.11.2024**Expression of Interest**

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 Sambalpur University as mentioned in the Performa as per our terms and conditions so as to reach the undersigned on or before **Dt.18.12.2024 by 3pm** through **Speed Post/ Registered Post** 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, Repair/Renovation & Development of Various Buildings, Roads and Drains Including Electrical works in Sambalpur University, Jyoti Vihar, Burla"**. Sambalpur 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.suniv.ac.in.

Registrar

Memo No. 5274 / Dev-I/SUDate: 27.11.2024

Copy forwarded for information and necessary action to:

- 1) Director, e-Gov: He is requested to upload the EOI in the University website for wide circulation.
- 2) University Notice Board.

Registrar

Memo No. 5275 / Dev-I/SUDated 27.11.2024

Copy forwarded for information and necessary action to:

The Dy. Director, Advertisement, I&PR Dept, Govt of Odisha, Bhubaneswar with a request to publish the advertisement in **One Odia News Paper & One English News Paper** in one issue with minimum size as prescribed by I&PR Dept, Govt of Odisha on or before 04.12.2024 and direct the concerned Newspaper agency to submit the bill in triplicate along with copy of the advertisement for payment.

Registrar

Memo No. 5276 / Dev-I/SUDated 27.11.2024

Copy forwarded for information to:

- 1) Development Officer/ Accounts Officer, Sambalpur University
- 2) SO, Audit Cell/SO, ABC/SO, Accts-I, Sambalpur University
- 3) Comptroller of Finance, Sambalpur University
- 4) Secretary to Vice Chancellor for kind information of Hon'ble Vice Chancellor.

Registrar



SAMBALPUR UNIVERSITY
Jyoti Vihar, Burla-768019

No. 5273/Dev-I/SU, Date. 27.11.2024

REQUEST FOR PROPOSAL (RFP)

FOR

**ENGAGEMENT OF STATE PSU / CENTRAL PSU / DEPARTMENTAL UNDER TAKING
AS PROJECT MANAGEMENT CONSULTANT FOR "CONSTRUCTION,
REPAIR/RENOVATION & DEVELOPMENT OF VARIOUS BUILDINGS, ROADS AND
DRAINS INCLUDING ELECTRICAL WORKS IN SAMBALPUR UNIVERSITY, JYOTI
VIHAR, BURLA"**

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DISCLAIMER

1. Though adequate care has been taken in the preparation of this document, henceforth referred to as the Request for Proposal document or the RFP document, the Applicants should satisfy themselves that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the address mentioned below latest by 3.00 PM of 18.12.2024 in case, no such intimation is received by the said deadline, it shall be deemed that the applicant is satisfied that the document is complete in all respects.

Sambalpur University, Sambalpur

Jyotivihar, Burla, Sambalpur, Odisha 768019

e-Mail id: registrar@suniv.ac.in

Neither SAMBALPUR UNIVERSITY nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document. Each prospective Applicant should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate source(s) before submission of their RFP.

2. Neither SAMBALPUR UNIVERSITY nor their employees will have any liability to any prospective Applicant or any other person under any law for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document.
3. SAMBALPUR UNIVERSITY reserves the right, without any obligation or liability, to accept or reject any or all of the RFPs, and at any stage of the process, to cancel or modify this solicitation process, or any part thereof, or to vary any of the terms and conditions, or to cancel this solicitation process to initiate a new process without assigning any reason whatsoever.
4. Neither SAMBALPUR UNIVERSITY nor their employees will have any liability in case of non-receipt of any correspondence from them to the applicants due to the postal delays.
5. The applicable laws for the purpose are the laws of India. Courts of Cuttack will have jurisdiction concerning or arising out of this RFP document.
6. The applicants are expected to know the relevant rules and regulations of the respective authorities concerning to this project.

NOTICE FOR REQUEST FOR PROPOSAL (RFP)

RFP No. : _____/Dev-I/SU		Dated _____
1	Title of the work	: Engagement of State PSU / Central PSU / Departmental Undertaking as Project Management Consultant For "CONSTRUCTION, REPAIR/RENOVATION & DEVELOPMENT OF VARIOUS BUILDINGS, ROADS AND DRAINS INCLUDING ELECTRICAL WORKS IN SAMBALPUR UNIVERSITY, Jyoti vihar, Burla, ODISHA"
2	Completion Period	: 24 Months
3	Period of availability of RFPdocument	: Dt.28.11.2024 to Dt.17.12.2024 Downloadable from Website:(www.suniv.ac.in)
4	Submission of queries and pre bid meeting	: Dt.06.12.2024 (4pm) at University Conference Hall (www.suniv.ac.in)
5	Last date of receipt of RFP	: Dt. 18.12.2024 at 3.00 PM
6	Place of submission of RFP (By Speed Post/By Register Post)	: To The Office of Registrar Sambalpur University, Jyoti vihar Sambalpur, Odisha, 768019 E-mail: registrar@suniv.ac.in
7	Date and Time of opening of RFP	: Dt. 19.12.2024 at 11.00AM
8	Date and Time of opening of financial bid	: To be intimated to technically qualified bidders.
9	For further information of Nodal Officer:	: To The Development Officer Sambalpur University, Jyoti vihar Sambalpur, Odisha, 768019 E-mail: sonorissa@yahoo.com

INTRODUCTION

1. SAMBALPUR UNIVERSITY has envisaged a plan to develop its campus in side Jyoti Vihar, SUIT and LR Law College, Sambalpur.

2. **Scope of Work / Service:**

- The Work will be executed through different Construction Corporation / Departmental undertaking / PSU as prescribed by Works Department Resolution No. 9133/W dated 6.9.2012, 6120/W dated 29.5.2015, 6398/W dated 23.5.2016 and amendment to be made from time to time.
- 'Project Management Consultant' shall appoint, if any, competent Architectural and Engineering (A & E) Consultant commensurate with size and nature of the work after following due process.

3. **Approval of Preliminary Project Report (PPR) & Detailed Project Report (DPR)/ Preliminary Estimate (PE):**

- Preliminary Project Report (PPR) shall be prepared by 'Project Management Consultant' based on functional & space requirements as intimated by 'Sambalpur University' and submitted to 'Sambalpur University' for its approval. The DPR should consist of Architectural Plan, 3D imaginary along with 3D Walk through Video as per the Feasibility Report. *{It would be a joint endeavor on part of both 'Sambalpur University' and 'Project Management Consultant' 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.}* The following tentative facilities are to be provided in the Sambalpur University Campus: (Subject to change at the time of execution): -

Sl. No.	Sub-heads and items of work	Approx Cost of the Project incl. PMC (Cr)
1	Multi-Purpose Learning Center (02 nos.)	37.20Cr
2	500 Hundred bedded Girls Hostel	16.00Cr
3	400 Hundred bedded Boys Hostel	12.80Cr
4	Renovation of Boys Hostel (Mahodadhi)	1.75Cr
5	Renovation of Girls Hostel (SUIT)	2.47Cr
6	Renovation of LR LAW College and IRPM Building	1.50Cr
7	Renovation of Old Academic Building	7.0Cr
8	Renovation of all Boys and Girls Hostel	15.0Cr
9	Extension of Odia Dept and Construction of Toilet	1.05Cr
	TOTAL@	94.77Cr

- Based on approved PPR, 'Project Management Consultant' 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 {along with Work specific draft MoU} and submit it to 'Sambalpur University' along with all relevant input information, documents and Drawings etc. for approval of 'Sambalpur University', within 8 (eight) weeks of receipt of approval for PPR. 'Project Management Consultant' 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 'Project Management Consultant'. 'Sambalpur University' shall accord approval to DPR / PE {and Work specific Draft MOU} 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) in about 8 (eight) weeks of its submission by 'Project Management Consultant'.
- On receipt of the A/A and E/S, the 'Project Management Consultant' 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.

4. Release of Funds, Payment of Bills:

- OGFR 2023 "of which prescribe that the assignment of work to State PSUs or Central PSUs or outside State PSUs, the concerned Department shall ensure competition among all such PSUs/Organizations. This competition shall be essentially on the lump sum service charges to be claimed for execution of work. The award of work to a PSU shall be taken as Project Management Consultancy (PMC) and the concerned PSU shall be treated as consultancy firm. Relevant methods of QCBS, LCS etc. for procurement of Consultancy will be applicable".
- The procedure of payment to Project Management Consultant shall be governed by Works

Department Resolution No. 9133/W dated 6.9.2012, 6120/W dated 29.5.2015, 6398/W dated 23.5.2016 and amendment to be made from time to time.

- OGFR Chapter No.5 Rule No.183 shall be followed.

5. Execution of Work:

- The 'Project Management Consultant' 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. 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 etc) to start the work have been obtained. The 'Sambalpur University' shall be responsible for providing all assistance to 'Project Management Consultant' in this process.
- 'Sambalpur University' shall make the work site available free from encumbrances to 'Project Management Consultant'. 'Sambalpur University' shall also ensure availability of auxiliary services - like roads, power, water, solid & liquid waste disposal system, street lighting and other civic services. 'Project Management Consultant' shall provide necessary support in this process.
- 'Project Management Consultant' shall permit 'Sambalpur 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.
- 'Sambalpur University' shall provide security clearance and ensure free access for 'Project Management Consultant' staff/ Employees and their workers working at Work site in case these are required. 'Project Management Consultant' shall provide necessary support in this process.
- 'Project Management Consultant' shall ensure adequate availability of men & material by their contractors.
- 'Project Management Consultant' 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. 'Project Management Consultant' will act as Principal Employer in respect of all Statutory Obligations related to workmen deployed at the site in execution of the work.

- 'Sambalpur University' shall permit and facilitate to the 'Project Management consultant' 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 'Project Management Consultant'. 'Project Management Consultant' shall provide necessary support in obtaining permission, if any, of Local Bodies in this regard. The cost in this regard borne by 'Sambalpur University', if any, should not be duplicated as reimbursement by the 'Project Management Consultant'.
- As soon as the work is allocated, 'Project Management Consultant' shall prepare and submit to 'Sambalpur 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 fulfilment of the timelines given therein. 'Project Management Consultant' will intimate 'Sambalpur 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.
- 'Project Management Consultant' shall be responsible for providing Physical Progress Reports to 'Sambalpur 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 'Sambalpur 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.
- 'Project Management Consultant' shall also be responsible for providing to 'Sambalpur 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 'Project Management Consultant' by 'Sambalpur University'.

- 'Project Management Consultant' 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, their own Works Manual, Codes, Books of Specifications etc. and also in accordance with relevant and extant provisions of Odisha General Financial Rules (OGFR), 2023.

6. Mode of Payment to Contractor:

- The payment to the contractor will be made by the PSU directly on the preparation of bill by their technical staffs and the Check measurement will be made by technical Staffs of the Corporation. Which will be randomly cross checked, measured, and counter signed by SAMBALPUR UNIVERSITY Engineer to ensure that work is done as per plan & estimate.

7. Project Management, Cost and Time Control:

- 'Project Management Consultant' shall implement a system of 'Project Team Concept' with dedicated group of Engineers under single and unified command for implementation of projects from concept to completion and call composite tenders to reduce the number of packages for better management. 'Project Management Consultant' shall be obliged to adopt all the above said measures to successful completion of the works within Approved Cost and agreed Time period.
- 'Project Management Consultant' shall be responsible for managing the Project from concept to commissioning effectively and efficiently to ensure desired/ proportionate pace of progress and completion of work is achieved progressively vis-à-vis approved plans & specifications and in Terms and Conditions of the MOUs and mutually agreed milestones and timelines and approved cost, taking with due diligence all required proactive remedial measures including provision of stringent and elaborate enforceable Clausesto this effect and also making time as the essence of contract in the Bid and Contract Documents. 'Project Management Consultant' 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 'Sambalpur University' in the project accounts.
- 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 'Sambalpur 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 'Project Management Consultant' along with comprehensive proposals for revision in earlier approved Project Cost & Timeline, which shall be intensively examined by 'Sambalpur University'.

- In consultation with 'Project Management Consultant' before approval is accorded to their proposals. No additional expenditure over and above the earlier approved Project Cost shall be incurred by 'Project Management Consultant' without prior approval of 'Sambalpur University'.
- At any time, it appears to 'Sambalpur University' that the actual progress of the work does not conform to the approved programme referred above and intimated to 'Project Management Consultant' by 'Sambalpur University', detailed reasons and justifications for such delays shall have to be provided by 'Project Management Consultant', which shall be examined by 'Sambalpur University' to re-Schedule the Programme, if any. Progress Review Meetings preferably monthly shall be held between 'Project Management Consultant' and 'Sambalpur 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 'Sambalpur University' for putting item to use for intended purpose.

8. Disputes, Enquiries and Queries

- 'Project Management Consultant' 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 a hassle free environment.
- 'Project Management Consultant' 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 'Project Management Consultant' 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 'Project Management Consultant' to accept the award or challenge the same in a Court of Law will be binding on the 'Sambalpur University'.

- 'Sambalpur 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 'Project Management Consultant'.
- 'Project Management Consultant' 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 'Sambalpur University'. Providing all work-related information promptly to 'Sambalpur University' for replying to Parliament Questions, queries from various Constitutional & Statutory Authorities.

9. Completion and Handing-over of Completed Work and Facilities:

- a. 'Project Management Consultant' shall obtain work completion/ occupancy certificates & clearances for completed Work and Facilities before handing over the same to 'Sambalpur University' for putting them to functional use. 'Sambalpur University' shall provide all assistance in this process.
- b. 'Project Management Consultant' shall hand over to 'Sambalpur University' or its Authorized Representative completed Work including all services and facilities constructed in accordance with the Approved Plans, Specifications fulfilling all techno-functional requirements agreed with 'Sambalpur University' along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for Equipments and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc.
- c. On completion of the work, a Project Completion Report (PCR) shall be submitted by 'Project Management Consultant' duly bringing out the Final Project Completion Cost, Total Time period taken to complete the work and also completed Project Components as against the approved Cost, Time and Project Components. The PCR shall be submitted along with Final Project Accounts including return of unspent balance amount to 'Sambalpur University' within one month of settlement of final bills of the contractors/ other agencies deployed on the work by 'Project Management Consultant'.

Eligibility Criteria:

ENGAGEMENT OF STATE PSU / CENTRAL PSU / DEPARTMENTAL UNDER TAKING AS PROJECT MANAGEMENT CONSULTANT FOR "CONSTRUCTION, REPAIR/RENOVATION & DEVELOPMENT

OF VARIOUS BUILDINGS, ROADS AND DRAINS INCLUDING ELECTRICAL WORKS IN SAMBALPUR UNIVERSITY, JYOTI VIHAR, BURLA"

Technical Criteria		
Sl.No.	Description	Required Supporting Document
1	The Bidder should be a State PSU/ Central PSU / Departmental undertaking working in the field of Civil Construction of Educational Institute and buildings.	Certificates of incorporation
2	Bidder should have preferable track record of providing 10 years' experience in Construction activities like Educational Institute and buildings etc.	Completion certificate from Competent Authority.
3	The Bidder should have successfully completed at least one project costing not less than Rs.100 Crore in last 3 years	Project completion Report 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 should not have been blacklisted by any Govt. Organization or Government Institution or Government PSUs etc.	Self-declaration in shape of Affidavit from a Notary in Annexure - 8.
6	The Bidder may preferably have: Registration under Labour Law Registration with Employee's Provident fund Organization	Copy of <ul style="list-style-type: none"> ❖ Registration document of Labour Law. ❖ Registration of Employee's Provident fund Organization Certificate.
7	Bidder or the authorized representative should not have been convicted for an offence involving moral turpitude in the last five years; or any charge should not have been filed against the bidder or its authorized representative for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.	Self-declaration in shape of Affidavit from Notary Annexure - 6 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 or tax liability.
8	The bidder should be an assessee under Income Tax Act and Goods and Services Tax Act	Copies of PAN, GSTIN, IT Returns for the last 3 Assessment years
Financial Criteria		
9	The Bidder should have a minimum annual turnover of Rs.300 Crore for last 3 years	Copy of Turnover Certificate from the Statutory Auditor or chartered accountant certifying the same.

10	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.
11	The Bidder should have a positive Net Worth Rs.100 crores	Audited Financial Statements duly certified by Chartered Accountant for the last financial year along with net worth certificate signed by the auditor.
12	Self-Declaration that the Bidder has no relative in this organization.	Self-Declaration

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.

10. Conflict of Interest:

An Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the RFP Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant may be considered to have a Conflict of Interest that affects the RFP Process.

11. Fraud and Corrupt Practices:

- Applicants and their respective officers, employees, agents, and advisors are required to observe the highest standards of ethics during the RFP Process. Notwithstanding anything to the contrary contained in the RFP, Authority may reject an application without being liable in any manner whatsoever to the Applicant, if it determines that Applicant has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the RFP Process.
- Without prejudice to the rights of Authority under Clause above, in the event that an Applicant is found by Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive

practice during the RFP Process, such Applicant will not be eligible to participate in any tender or request for proposal issued by Authority either indefinitely or for a period of time specified by Authority, from the date such Applicant is found by Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.

- For the purposes of this Clause, the following terms will have the meaning given to them below:
- **corrupt practice** means:

Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the RFP Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the RFP Process or has dealt with matters concerning the agreement or arising from it, before or after its execution, at any time prior to the expiry of 1 (one) year from the date that such official resigns or retires from or otherwise ceases to be in the service of Authority, will be deemed to constitute influencing the actions of a person connected with the RFP Process); or

appointing or engaging in any manner whatsoever, without Authority's prior approval, whether during or after the RFP Process or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the Project, the RFP Process or the agreement, who at any time has been or is a legal, financial or technical advisor of Authority on any matter concerning the Project. For the avoidance of doubt, this restriction shall not apply where such adviser was engaged by the Applicant or any of its Associates in the past but his assignment expired or was terminated at least 18 (eighteen) months prior to the date of issue of the RFP, nor will this restriction apply where such adviser is engaged after the expiry of the term of the agreement.

- Fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or any other benefit or to avoid an obligation;
- Coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person;

- Undesirable practice means: (A) establishing contact with any person connected or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the RFP Process; or (B) having a Conflict of Interest (as set out in above Clause); and
- Restrictive practice means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating full and fair competition in the RFP Process.

12. Technical Evaluation:

Proposal of Technical Evaluation-

Sl.	Eligibility Description	Score Basis	Score	Awarded Score
1	Experience of Bidder in Construction of Bridge, Road, Building and other Civil Construction works	10 - 15 Years: 10 Marks 15 - 20 Years: 15 Marks Above 20 Years: 25 Marks	25	
2	Experience of having minimum Annual average Turnover for last three years	300Cr Turnover: 10 Marks Additional each 10 Crore: 1 Marks (Maximum 05 Marks)	15	
3	Experience in construction of high value projects	Prescribed Experience of completion of single project of 100 Crore in last 3 years: 10 Marks Additional each 20 Crore: 1 Marks (Maximum 5 Marks)	15	
4	Net worth of the bidder as on 31.03.2023	100 Crores Net worth: 5 Marks Additional each 10 Crore: 1 Marks (Maximum 05 Marks)	10	
5	Qualified Manpower with the Bidder for Civil, Mechanical and Electrical works.	5 Marks (Minimum 500 nos of technical staffs)	5	
Technical proposal Evaluation				
6	About the organization, past experience in construction of high value projects/ construction of educational institute/Universities. Plan for Execution and project monitoring	Technical presentation to be held at Conference Hall Sambalpur University, Jyoti Vihar, Burla-768 019 Sambalpur, Odisha	30	
Technical Score of the proposal (T)		100	100	

Note:

- (i) The total score obtained by the bidder above shall be the technical score (T) of the bidder.

- (ii) Applicants should satisfy basic criteria of experience and other requirements as mentioned in pre-qualification criteria. **Applicants should score at least 70 marks for being considered for opening of financial bid.** The financial offers of unsuccessful applicants will be returned without opening.
- (iii) **Financial Evaluation:** The financial proposals of the bidders qualifying the technical evaluation only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

13. Bid Evaluation Process:

- **Combined Quality Cum Cost Based System** (CQCCBS) will be followed during the overall process.
- The **technical proposals** will be allotted **weightage of 70%** while the financial proposals will be allotted **weightages of 30%**.
- Proposal with the lowest cost will be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.
- The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.
- **Highest points basis:** On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked. H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure will be followed. In a particular case of selection of consultant, It was decided to have minimum qualifying marks for technical qualifications as 75 and the weightage of the technical bids and financial bids was kept as 70: 30 In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 75. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated cost
A	Rs.120.
B	Rs.100.
C	Rs.110.

Using the formula LEC/EC, where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

- A: $100/120 = 83$ points
 B: $100/100 = 100$ points
 C: $100/110 = 91$ points

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

Proposal A: $75 \times 0.70 + 83 \times 0.30 = 77.4$ points.

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 86$ points

Proposal C: $90 \times 0.70 + 91 \times 0.30 = 90.3$ points.

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

Proposal A: 77.4 points @ **H3**

Proposal B: 86 points @ **H2**

Proposal C: 90.3 points @ **H1**

Proposal C at the evaluated cost of Rs.110.00 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

Note: In the event, both bidders secure the same marks after combined evaluation of both technical and financial bid, and then selection will be made on the basis of higher average turnover for the last three financial years (2020-21, 2021-22 & 2022-23)

14. Clarification:

- Any Applicant seeking a clarification with regard to the RFP may writing to Authority, at registrar@suniv.ac.in (email-ID). All e-mail queries or clarification requests should be received on or before the last date for receiving queries, as specified in the RFP Schedule.
- Authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the RFP 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.

- 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.
- Queries in writing should be sent to Authority by the date and time specified in RFP schedule at the address given in Notice. The queries shall also be mailed to registrar@suniv.ac.in
- Authority may conduct pre-application meetings, if it deems necessary.
- The clarifications will be uploaded on Website(s) and shall form part of the RFP.

15. Amendment of RFP:

- Authority, at its sole discretion, whether on its own initiative or in response to a query raised or clarifications requested by an Applicant in writing, may choose to modify the RFP by issuing an addendum before the Application Due Date.
- Any modification to the RFP following will be made by Authority only by issuing an Addendum/Corrigendum.
- Any Addendum/Corrigendum issued before the Application Due Date shall form part of the RFP and shall be published on www.suniv.ac.in
- Each Addendum/Corrigendum shall be binding on the Applicants, whether or not the Applicants convey their acceptance of the Addendum and Authority will assume no responsibility for non-receipt of the Addendum by any Applicant.
- To give prospective Applicants reasonable time in which to take any Addendum / Corrigendum into account in preparing their Applications, Authority may, at its sole discretion, extend the Application Due Date.
- Any oral statements made by Authority or its advisors regarding the RFP Process, the RFP or on any other matter, including oral clarifications or information provided by or on behalf of Authority at the meeting shall not be considered as amending the RFP.
- Authority may, but shall not be obliged to, issue the revised RFP reflecting all the amendments and changes agreed to by Authority on or before the date that is mentioned in the RFP

Schedule. If issued by the Authority, the revised RFP shall be definitive and binding and Authority shall not entertain any deviations from the revised RFP at the time of submission of the Application or thereafter.

- Authority will assume that the information contained in or provisions of the revised RFP, if issued, will have been taken into account by the Applicant in its Application. Authority assumes no responsibility for the failure of an Applicant to submit the Application in accordance with the terms of the revised RFP or for any consequent losses suffered by the Applicant.

16. RFP Document:

The cost of the RFP document **Rs.10,000/- + 18% GST (Rupees Ten Thousand + 18% GST)** shall be payable in the form of a Demand Draft drawn in favour of "Comptroller of Finance, Sambalpur University" payable at Jyoti Vihar Burla. This Demand Draft towards cost of Bid/RFP document shall be Non-Refundable and has to be submitted along with the Bid.

17. Special Instruction for preparation of the proposal:

- Language-** The proposal/Bid prepared by the Bidder, as well as all supporting documents relating to the Bid and all correspondences exchanged by the Bidder and Sambalpur University shall be written in English language only.
- Currency-** Bidders shall express the price of their Financial Proposal in India Rupees (INR) only. In addition, all amounts payable shall be in Indian National Rupees (INR) only.
- All Bidders are required to submit their proposal in accordance with the guidelines set forth in this RFP. In order to promote consistency among proposals and minimize potential misunderstandings regarding interpretation of proposals by Authority, the format in which bidders have to specify the fundamental aspects of their Proposal have been outlined in this RFP.
- The technical proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by Bidder. Any such corrections, interlineations or overwriting must be initialed by the Authorized Representative of the bidder. There should not be any overwriting in the financial bid. Authority's decisions in this regard will be final.
- In preparing their Proposal, bidders are expected to examine in detail all the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. While preparing the Technical Proposal, Bidders must give particular attention to the following:

- The bidder must physically visit the project location to have a clear understanding of the proposed facilities and the nature of services required and its technical and financial implications.
 - While making the proposal, the bidder must ensure that they provide all the information as sought for by the Authority, failing which the proposal shall be considered as non-responsive.
 - The Bidder shall also submit, along with their Proposal, a copy of this RFP bearing the initials of the Authorized Signatory of the Bidder and stamp of the entity thereof on each page of these documents i.e. RFP. This shall indicate that the Bidder agrees to abide by all terms & conditions as specified in the RFP.
- f. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
- made a complete and careful examination of terms and conditions / requirements and other information as set forth in this RFP document;
 - received all such relevant information as it has been requested from Authority; and
 - made a complete and careful examination of the various aspects of the Project.
- g. No change in or supplementary information to a Proposal shall be accepted after the Bid Due Date. However, Authority reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority, the Proposal would be evaluated solely on the basis of available information.
- h. Authority shall not be liable for any mistake or error or neglect by Bidder in respect of the above.
- i. Authority reserves the right to reject any or all proposals without assigning any reason(s) whatsoever.
- j. Authority also reserves the right to terminate the Bidding Process at its discretion under intimation to the Bidders submitting the Proposals, without assigning any reason(s) for the same.
- k. Authority reserves the right to verify any or all information furnished by the Bidder.
- l. Notwithstanding anything stated in this RFP, if any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by Authority, is found to be incorrect or is a material misrepresentation of

facts, then the Proposal will be liable for rejection.

- m. The Bidder shall be responsible for all costs associated with the preparation of the Proposal. Authority shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

18. Authentication of Bid:

Copy of the Bid shall preferably be printed through computer and shall be signed by a person duly authorized by the Bidder in this behalf by way of a Power of Attorney/ authorization of bidder's signatory duly executed by the Bidder in the format set forth in Annexure - 3 (if applicable) hereto. The person signing the bid shall initial all pages of the bid. Attested copy of Resolution to participate in the Bid by Board or Management Committee in case of a company or Society/Co-operative Society respectively must be enclosed.

19. Submission for Technical Proposal:

The envelope containing Technical Proposal shall be sealed and superscripted as- "Technical Proposal" for ENGAGEMENT OF STATE PSU / CENTRAL PSU / DEPARTMENTAL UNDER TAKING AS PROJECT MANAGEMENT CONSULTANT FOR **"CONSTRUCTION, REPAIR/RENOVATION & DEVELOPMENT OF VARIOUS BUILDINGS, ROADS AND DRAINS INCLUDING ELECTRICAL WORKS IN SAMBALPUR UNIVERSITY, JYOTI VIHAR, BURLA"**.

Bidders are required to submit Technical Proposal/Bid as per the prescribed format as provided in Annexures of the RFP Document. Submission of wrong form of technical proposal will result in the rejection of the bid. The Technical Proposal shall provide the information indicated in the following Para using the attached Standard Forms as per Annexures.

20. Submission for Financial Proposal:

The envelope containing Financial Proposal shall be sealed and superscripted as- "Financial Proposal" for ENGAGEMENT OF STATE PSU / CENTRAL PSU / DEPARTMENTAL UNDER TAKING AS PROJECT MANAGEMENT CONSULTANT FOR **"CONSTRUCTION, REPAIR/RENOVATION & DEVELOPMENT OF VARIOUS BUILDINGS, ROADS AND DRAINS INCLUDING ELECTRICAL WORKS IN SAMBALPUR UNIVERSITY, JYOTI VIHAR, BURLA"**.

The Financial Proposal shall be prepared using the specified Standard Annexure 10 of RFP

- i. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.
- ii. All information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in

figures and words, the higher amount will be taken as correct, whether the same has been provided in figures or in words.

- iii. The financial proposal shall be in the form of lump-sum amount (in the form of Tender Value quoted in INR to be paid to Sambalpur University, Sambalpur.

21. Preparation of Bids:

- Bidders should take into account all clarifications / corrigendum(s) / addendums to the RFP document published before preparation and submission of their proposals.
- Bidders should go through the RFP Document carefully to understand the requirements to be submitted as part of the bid. Please note the number of covers/packets in which the bids have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

22. Submission of Bids:

The bids shall be submitted through **SPEED POST / REGISTERED POST** under two cover system i.e., viz., Technical Proposal/Bid (Cover-I) and Financial Proposal/Bid (Cover-II). All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before submission. The proposals submitted through Telegram/Fax/email / any other mode shall not be considered and will be outrightly rejected. No correspondence will be entertained in this matter.

Cover - I Technical Bid:

- i. RFP Document Fee and Bid Security as applicable.
- ii. Refer Para.9 (c) - Eligibility Criteria & Para 12 of the RFP, submit all the documents accordingly.
- iii. Signed copy of the RFP.
- iv. All required Annexures as well as other relevant documents (if any)

Cover - II Financial Bid:

The Annexure 09 as specified for Financial Bid of this RFP has to be furnished by the Bidder.

23. Modifications/ Withdrawal of Proposals/Bids

Bids, once submitted can neither be modified nor withdrawn in the interval between the deadline for submission of bid (Bid Due Date) and the expiration of the bid validity period.

24. Last Date of Submission of Bid

The Bids must be received at the specified address, latest by the **Bid Due Date** for submission of Bids as specified in RFP. In the event of the specified date which is stipulated as the **Bid Due Date** is declared as a holiday, the Bids will be received up to the appointed time on the next working day.

25. Late Bids

Any Bid received after the **Bid Due Date** prescribed by Authority will be summarily rejected and returned unopened to the Bidder. Authority shall not be held responsible for any postal delay or non-receipt / non-delivery of any documents. No further correspondence in this regard shall be entertained by the Authority.

26. Opening of the proposal:

The Authority reserves the right to reject any Proposal which does not contain the information / documents as set out in this RFP.

Stage 1: Opening of Cover 1 (Technical Proposal/Bid)

The documents in Cover I submitted by respective bidders will be opened in the office of SAMBALPUR UNIVERSITY on the date and time stipulated in the "Bidder Data Sheet", processed & scrutinized to determine Non- Responsive Proposals. Prior to evaluation of Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

Determination of Responsiveness and Evaluation of Applications

1. The Applications will first be evaluated to determine responsiveness to the RFP. An Application shall be considered responsive only if:
 - a. the Application and all documents specified in Clauses of the RFP documents are received in the prescribed format;
 - b. The Application is received by the Application Due Date, including any extension thereof;
 - c. it is signed, sealed and marked in accordance with the provisions of the RFP, including specifically.
 - d. it contains all the information and documents (complete in all respects) as requested in the RFP; and
 - e. it does not contain any condition for qualification.
2. Authority shall evaluate and determine whether the Applicants who have submitted responsive. Applications satisfy the eligibility criteria and the Qualification Criteria.

3. If any Applicant is found to be disqualified in accordance with the terms of the RFP or the Application is found to be non-responsive or the Applicant does not meet the eligibility criteria, then the Application submitted by such Applicant will be rejected.
4. The technical committee may ask for additional information from the Applicants, if found necessary, during the course of evaluation of the Application. Non- submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority or any of its agencies/consultants/advisors, within the time specified in the request, can be a ground for rejecting the Application. In case the Application is not rejected, Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of Authority. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Any clarification submitted by an Applicant that is not in response to a request by Authority will not be considered.
5. In order to determine whether the Applicant satisfies the eligibility criteria, the technical committee will examine the documentary evidence of the Applicant's eligibility and qualification submitted by the Applicant and any additional information which Authority receives from the Applicant upon request by Authority.
6. Where any information provided by an Applicant is found to be patently false or amounting to a material misrepresentation, Authority reserves the right to reject the Application.

Stage 2: Opening of Cover 2 (Financial Proposal)

After the technical evaluation, Authority would prepare a list of technically qualified Bidder(s) for opening of their Financial Proposals/Bids. Authority will not entertain any query or clarification from Bidder(s), who fail to qualify at any stage of the Selection Process.

Financial Proposal of technically qualified bidders (as indicated in clause 15.1) will only be opened and evaluated as per CQCCBS register. The proposal which will secure the highest rank / mark will be considered as the "Selected Bidder".

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 RFP or all the tenders without assigning any reason thereof.
- b. Not to accept the lowest tender or assign reasons for not accepting the lowest RFP.
- c. Not to proceed ahead in the RFP or bidding process without assigning any reason thereof at any stage.

27. Letter of Award

After selection of the bidder, it shall be published in the Notice Board of Sambalpur University within 7 days of selection and a Letter of Award (the "LOA") shall be issued in duplicate by the Authority to the Selected Bidder within next 10 days and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof, which may also be extended through email in addition to offline mode of acceptance of communication to avoid delay. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, consequently, the next eligible Bidders in the order of L2 and L3 may be considered for issue of LOA at the discretion of the Authority.

28. Implementation Process and Contract Period

The date on which the Agreement will be signed between "Authority" and Selected Bidder will be identified as the 'Commencement Date';

29. Mobilization Period

The Agency will be granted a 10 calendar days from the date of signing the Agreement to mobilize the resources as per the requirements stated in this RFP. The date on which the mobilization period gets completed or 10 days from the signing of Lease Agreement, whichever is earlier, will be identified as the 'Effective Date'.

30. 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.

31. Award of Contract:

After completion of the negotiation stage, 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.

32. 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 Sambalpur University shall not be permitted to modify its Bid.

33. 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 Sambalpur.**

34. 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.

By Order of Vice Chancellor

Registrar

ANNEXURE-1
FORMAT FOR COVERING LETTER
(On the Letter head of the Applicant)

To

The Registrar,
Sambalpur University,
Jyoti Vihar, Burla
Sambalpur, Odisha, 768019.

Ref: Request for Proposal for ENGAGEMENT OF STATE PSU / CENTRAL PSU / DEPARTMENTAL
UNDER TAKING AS PROJECT MANAGEMENT CONSULTANT FOR "CONSTRUCTION,
REPAIR/RENOVATION & DEVELOPMENT OF VARIOUS BUILDINGS, ROADS AND DRAINS
INCLUDING ELECTRICAL WORKS IN SAMBALPUR UNIVERSITY, JYOTI VIHAR, BURLA"

Sir,

I, the undersigned offer to participate in the tender process in accordance with your RFP
Notice No._____, Dtd._____. We are hereby submitting our proposal, which includes
Technical Proposal and Financial Proposal sealed in separate envelopes. Further I/we undertake the
following:

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 RFP document provided by the Authority in respect of the
captioned RFP, the undersigned hereby submits the Applications in response to the RFP.
2. I/We have studied the RFP 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 RFP Process including
the Empanelment.
3. This statement is made for the express purpose of qualifying as an Applicant for the aforesaid
RFP.
4. I/We shall make available to the Authority any additional information it may find necessary
or require to supplement or authenticate the qualification statement.
5. I/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 RFP 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 RFP 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 RFP Process and also after the RFP; 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 RFP 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 RFP of Agencies, or in connection with the RFP 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 RFP Document.
12. I/We submit cost of RFP document of Rs. _____ /- (Rupees _____) only vide [DD no. _____, name of bank] to the Authority in accordance with the RFP Document.
13. I/We submit bid declaration in accordance with the RFP Document.
14. 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: _____

ANNEXURE-2**Applicant profile and status**

Sl. No.	Description	Particulars
1.	Name of the Applicant	
2.	Status (State PSU/Central PSU/ Departmental Undertaking etc.)	
3.	Office Address with pin code	
4.	Contact person (Management)	
5.	Contact number	
6.	Fax No.	
7.	Mobile No.	
8.	Email Id.	
9.	Organization website address	
10.	Year of incorporation (Certificate of Registration to be furnished)	
11.	Details of PAN (Copy of PAN Card to be furnished)	
12.	Details of GST Registration No. (Copy of GST Registration number to be furnished)	
13.	Contact person (Name & Address)	
14.	Contact person Mobile / telephone no.	
15.	Contact person email ID	
16.	Any other relevant information	

Checklist for Minimum Eligibility Criteria

Sl. No	Category	Description	Remarks	Submitted	
				Yes	No
1	Technical	The bidder should be a State Government PSU/Central Government PSU / Departmental undertaking.	Registration Certificates		
2	Technical	The bidder should have preferable track record of providing 10 years' experience in Construction activities like Bridge, Road, Building etc.	Completion Certificates		

3	Technical	The bidder should have successfully completed at least one project costing not less than Rs. 300.00 Crore in last Five years.	Project Completion Report		
4	Technical	The bidder must have requisite & adequate qualified Technical & Non-Technical Manpower for implementation of Civil Construction Projects.	List of Staffs		
5	Technical	The bidder should not have been blacklisted by any Govt. Organization or Government Institution or Government PSUs etc.	Self-declaration Affidavit in Annexure -9		
6	Technical	The bidder may preferably have: Registration under Labour Law Registration with Employee's Provident fund Organization	Copy of Registration Documents		
7	Technical	The bidder or the authorized representative should not have been convicted in last five years or any charge should not have been filed for an offence involving moral turpitude in respect of which proceedings pending before any court of law or judiciary.	Self-declaration Affidavit in Annexure-6		
8	Technical	The bidder should be an assessed under Income Tax Act and Goods and Services Tax Act	Copies of PAN, GSTIN, IT Returns of last 3 years		
9	Financial	The bidder should have a minimum annual average turnover of Rs.300 Crore for last 3 years.	Turnover Certificate by CA		
10	Financial	The bidder shall furnish an alternative 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.	Prescribed Self declaration form from the Bidder		
11	Financial	The bidder should have a positive Net Worth of Rs. 100 Crore	Net worth Certificate by a CA firm		
12	Financial	Self-Declaration that the bidder has no relative in the organization.	Self-Declaration		

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

Address of the Bidder: _____

ANNEXURE-3

FORMAT OF POWER OF ATTORNEY FOR APPOINTING SIGNATORY

(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 (RFP) for ENGAGEMENT OF STATE PSU / CENTRAL PSU / DEPARTMENTAL UNDER TAKING AS PROJECT MANAGEMENT CONSULTANT FOR **"CONSTRUCTION, REPAIR/RENOVATION & DEVELOPMENT OF VARIOUS BUILDINGS, ROADS AND DRAINS INCLUDING ELECTRICAL WORKS IN SAMBALPUR UNIVERSITY, JYOTI VIHAR, BURLA"**

The company/partnership/ proprietary firm is submitting its Application for the Project issued by the SAMBALPUR 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 RFP.
- to sign all documents in relation to the Application (including clarifications and queries to the RFP) 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 company/partnership/proprietary firm] was here unto 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 favour 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.

ANNEXURE-4

Summary of Technical experience

List of Completed projects:

Sr. No.	Name of project	Client /Agency	Period	Total Contract Value	Remarks
1					
2					
3					
4					
5					

Note:

1. Supporting document with respect of each work experience to be furnished by the applicants.
2. Supporting documents stating the Applicant has the requisite manpower and list of plant and machinery for undertaking the Project.

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

Address of the Bidder: _____

ANNEXURE-5

Summary of Financial Strength

(To be duly certified by CA)

Sr.No.	Financial Year	Turnover of firm/company in INR	Average Annual Turnover for Last 3 FY.
1	2020-21		
2	2021-22		
3	2022-23		

Yours faithfully,

Authorized Signatory with Date and Seal

Name and Designation: _____

Address of the Bidder: _____

ANNEXURE- 6

UNDERTAKING WITH REGARD TO NON-CONVICTION OF ANY OFFENCE INVOLVING MORAL TURPITUDE IN LAST 5 YEARS OR NON-FILING OF ANY CHARGE FOR AN OFFENCE INVOLVING MORAL TURPITUDE BEFORE ANY COURT OR JUDICIARY

(On the Stamp Paper of appropriate value 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)/authorised representative have not been convicted for an offence involving moral turpitude in the last 5 years, moreover, no charge have 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 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.

Dated this day of....., 2024.

<Name of the Bidder>

<Signature of the Authorized person>

<Name of the Authorized Person>Notarised

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 or tax liability and this will be taken to account during technical evaluation of the Bids.

ANNEXURE- 7

ANTI COLLUSION CERTIFICATE
(on letterhead of Bidder)

1. We certify that this Proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work:
 - i. a. Communicate to any person other than the Authority /or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal.
 - b. Enter into any agreement or arrangement with any person that they shall refrain from bidding, they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.
- ii. Pay, give or offer to pay or give any sum of money or other valuable Considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other Proposal or proposed Proposal for the work, any act or thing of the sort described at (i)(a) or (i)(b) above
2. We are not part of any "Anti-competitive practice" such as collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the Director of Horticulture, the Authority, that may impair the transparency, fairness and the progress of the bidding process or to establish bid prices at artificial, non-competitive levels,
3. In this certificate, the word "person" includes any persons or anybody or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; in relation to which this Proposal is made.

Dated this..... Days of.....2024

Name of the Bidder

Signature of the Authorized Representative.....

Name of the Authorized Representative.....

Date of receipt of RFP

ANNEXURE-8

SELF DECLARATION OF NOT BEING BLACKLISTED / INELIGIBLE

(On the Stamp Paper of appropriate value in the shape of affidavit from the Notary regarding in eligibility of the Bidder and not being blacklisted)

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) have not been debarred/ blacklisted in the last 5 years by Government of Odisha / 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.

Dated this day of....., 2024.

<Name of the Bidder>

<Signature of the Authorized person>

<Name of the Authorized Person>Notarised

ANNEXURE-9

(Indicative Format of Financial Bid)

[Location, Date]

To

The Registrar,
Sambalpur University,
Jyoti Vihar,
Sambalpur, Odisha,
Pin-768019

Ref: ENGAGEMENT OF STATE PSU / CENTRAL PSU / DEPARTMENTAL UNDER TAKING AS PROJECT MANAGEMENT CONSULTANT FOR "CONSTRUCTION, REPAIR/RENOVATION & DEVELOPMENT OF VARIOUS BUILDINGS, ROADS AND DRAINS INCLUDING ELECTRICAL WORKS IN SAMBALPUR UNIVERSITY, JYOTI VIHAR, BURLA"

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, REPAIR/RENOVATION & DEVELOPMENT OF VARIOUS BUILDINGS, ROADS AND DRAINS INCLUDING ELECTRICAL WORKS IN SAMBALPUR UNIVERSITY, JYOTI VIHAR, BURLA" as provided with your Request of Proposal No. _____, Date _____. Having gone through RFP and having fully understood the Scope of Work with Term and Conditions for the assignment as set out in the RFP we are pleased to quote the amount against the proposed assignment as per the following table.

OFFER PRICE

Name of the assignment	Percentage of Estimated Cost (Refer the table –clause 3. Page.5 of RFP)	
	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 RFP 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: _____