

No. 4386 /Dev-I/SUDate: 22.09.25**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.14.10.2025 by 2pm 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 of Academic Building with adequate classroom for SUIT along with furniture (desk cum-bench)**". 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](http://www.suniv.ac.in).

Registrar

Memo No. 4387 / Dev-I/SUDate: 22.09.25

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. 4388 / Dev-I/SUDated 22.09.25

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

Memo No. 4389 / Dev-I/SUDated 22.09.25

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. 4386 /Dev-I/SU, Date. 22.09.21

**REQUEST FOR PROPOSAL (RFP)**

ENGAGEMENT OF STATE PSU / CENTRAL PSU / DEPARTMENTAL UNDER TAKING AS  
PROJECT MANAGEMENT CONSULTANT (PMC) FOR THE WORK -

**“CONSTRUCTION OF ACADEMIC BUILDING WITH ADEQUATE CLASSROOM FOR  
SUIT ALONG WITH FURNITURE (DESK-CUM-BENCH)”**

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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 within 07 days from the date of issuance of notification 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. : <u>4386</u> /Dev-I/SU		Dated <u>22.09.25</u>
1	Title of the work	Engagement of State PSU / Central PSU / Departmental Undertaking as Project Management Consultant for the work <b>"CONSTRUCTION OF ACADEMIC BUILDING WITH ADEQUATE CLASSROOM FOR SUIT ALONG WITH FURNITURE (DESK-CUM-BENCH)"</b>
2	Completion Period	: 24 Months + 12 Months (DLP)
3	Availability of RFP document	: Dt.22.09.2025 on words Downloadable from Website:( <a href="http://www.suniv.ac.in">www.suniv.ac.in</a> )
4	Submission of queries and pre bid meeting	: Dt.03.10.2025 (11am) at University Conference Hall ( <a href="http://www.suniv.ac.in">www.suniv.ac.in</a> )
5	Last date of receipt of RFP	: Dt. 14.10.2025 at 2.00 PM
6	Place of submission of RFP (By Speed Post/By Register Post)	: To The Registrar, Sambalpur University, Jyoti Vihar, Burla Sambalpur, Odisha, 768019 E-mail: registrar@suniv.ac.in
7	Date and Time of opening of RFP	: Dt. 15.10.2025 at 11.00AM at University Conference Hall
8	Date and Time of opening of financial bid	: To be intimated to technically qualified bidders.
9	Cost of the Project	: Rs.5,00,00,000/- (Rupees Five Crores) only
10	RFP Document processing Fees (Non-Refundable)	: <b>Rs.10,000/- + 18% GST (Rupees Ten Thousand + 18% GST)</b> shall be payable in the form of a Demand Draft drawn in favour of <b>"Comptroller of Finance, Sambalpur University"</b> payable at Jyoti Vihar Burla.
11	Earnest Money Deposit (EMD) (Refundable)	: <b>Rs. 1,00,000/-</b> in shape of Demand Draft drawn in favour of <b>"Comptroller of Finance, Sambalpur University"</b> payable at Jyoti Vihar Burla.
12	Performance Security value (Performance Bank Guarantee)	: 5% of Contract Value
13	Performance Bank Guarantee (PBG) validity period	: PBG should be valid for a period of three months beyond the entire contract period
14	Bid Evaluation Method	: QCBS (70:30)
15	For further information of Nodal Officer:	: To The Development Officer Sambalpur University, Jyoti vihar,Burla Sambalpur, Odisha, 768019 E-mail: <a href="mailto:sonorissa@yahoo.com">sonorissa@yahoo.com</a>

## INTRODUCTION

[1]. SUIIT (Sambalpur University Institute of Information Technology) is an autonomous constituent institute of Sambalpur University, Odisha. Established with the vision of promoting excellence in technical education and research, SUIIT imparts quality education in the fields of Information Technology, Computer Science, Electronics, and allied disciplines. The institute aims to produce skilled professionals and researchers capable of meeting the challenges of the modern digital world while contributing to the overall socio-economic development of the region. With a focus on innovation, industry collaboration, and holistic learning, SUIIT has emerged as a hub for technical education in Western Odisha.

### [2]. SCOPE OF WORK:

- (a) The scope of work under this project involves the “**CONSTRUCTION OF ACADEMIC BUILDING WITH ADEQUATE CLASSROOM FOR SUIIT ALONG WITH FURNITURE (DESK-CUM-BENCH)**” to cater to the growing academic needs of SUIIT. This includes planning, design, and execution of civil, electrical, and allied works, ensuring compliance with safety and quality standards. The work also covers the provision and installation of essential classroom furniture such as desk-cum-bench sets to create a conducive learning environment. The Project Management Consultant (PMC) will oversee the project's timely completion, monitor quality, manage resources, and coordinate between stakeholders to ensure that the infrastructure is delivered efficiently and in alignment with the institute's long-term vision for academic excellence.
- (b) The Work will be executed through different Construction Corporation / Departmental under taking / 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.
- (c) '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):

- (a) Preliminary Project Report (PPR) shall be prepared by the 'PMC' based on functional & space requirements as intimated by 'Sambalpur University' and submitted to 'Sambalpur University' for its approval.  
*{It would be a joint endeavor on the part of both 'Sambalpur 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.}*
- (b) 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 '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. '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'. 'Sambalpur 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'.

- (c) 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.

#### **[4]. RELEASE OF FUNDS, PAYMENT OF BILLS:**

- (a) Once the project is approved, letter will be issued to PMC to execute the work.
- (b) Before start of construction work, PMC has to submit the performance bank guarantee (PBG) i.e. 5% of contract value. The performance bank guarantee (PBG) should be valid for a period of three months beyond the entire contract period including the Defect Liability Period (DLP) and will be returned to PMC without any interest.
- (c) PMC shall execute the Project on behalf of Sambalpur University and shall be paid the actual cost of Project plus the approved lump sum service charge excluding GST on the actual cost of the Project for Consultancy, Architectural & Engineering Services for planning, designing, Project Management, Supervision Services, testing & commissioning, final handing over of the project etc.
- (d) Being a State Public University, Sambalpur 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.
- (e) PMC has to submit the utilization certificate (UC) as and when required by the funding agencies.

#### **[5]. EXECUTION OF WORK:**

- (a) '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. 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 'PMC' in this process.
- (b) 'Sambalpur University' shall make the work site available free from encumbrances to 'PMC'.
- (c) 'PMC' 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.
- (d) 'Sambalpur 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.
- (e) 'PMC' shall ensure adequate availability of men & material by their contractors. Sambalpur University will not be held responsible in case of any issue arises to contractors

/vendors/labors etc at site.

- (f) '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.
- (g) 'Sambalpur 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.
- (h) As soon as the work is allocated, 'PMC' 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 fulfillment of the timelines given therein. 'PMC' 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.
- (i) 'PMC' 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.
- (j) 'PMC' 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 'PMC' by 'Sambalpur University'.
- (k) 'PMC' shall be responsible for total Project Management including day-to-day supervision of works, maintenance of all project records and executing the works as per prescribed guidelines, **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.
- (l) 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.

#### **[6]. PROJECT MANAGEMENT, COST AND TIME CONTROL:**

- (a) 'PMC' shall implement a system of 'Project Team Concept' with dedicated group of Engineers under single and unified command for implementation of projects from concept to completion



and call composite tenders to reduce the number of packages for better management. 'PMC' shall be obliged to adopt all the above said measures to successful completion of the works within Approved Cost and agreed Time period.

- (b) 'PMC' shall be responsible for managing the Project from concept to commissioning effectively and efficiently to ensure desired/ proportionate pace of progress and completion of work is achieved progressively vis-à-vis approved plans & specifications and in Terms and Conditions of the agreement(s) and mutually agreed milestones and timelines and approved cost, taking with due diligence all required pro-active remedial measures including provision of stringent and elaborate enforceable Clause to this effect and also making time as the essence of contract in the Bid and Contract Documents. 'PMC' shall provide for clauses in the contract and established procedure to recover liquidated damages from their contractors/ agencies. The liquidated damages recovered from the contractors for delay, if any, shall be credited to 'Sambalpur 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 '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 'PMC' along with comprehensive proposals for revision in earlier approved Project Cost & Timeline, which shall be intensively examined by 'Sambalpur University'. However, in the case if any delay in execution of project, no additional cost will be given by 'Sambalpur University' for Extension of Time (EOT).
- (d) In consultation with 'PMC' before approval is accorded to their proposals. No additional expenditure over and above the earlier approved Project Cost shall be incurred by 'PMC' without prior approval of 'Sambalpur University'. In the case if any additional work is to be carried out by 'PMC' over and above the approved cost then Sambalpur University is not going to pay such payment as of the payment is made by the funding agency i.e. State/Central Government.
- (e) At any time, it appears to 'Sambalpur University' that the actual progress of the work does not conform with the approved programme referred above and intimated to 'PMC' by 'Sambalpur University', detailed reasons and justifications for such delays shall have to be provided by 'PMC', which shall be examined by 'Sambalpur University' to re-Schedule the Programme, if any. Progress Review Meetings preferably monthly shall be held between 'PMC' 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.

#### **[7]. DISPUTES, ENQUIRIES AND QUERIES**

- (a) 'PMC' 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) 'PMC' 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 'PMC' and forwarding the same along with a comprehensive report on the circumstance leading to the Arbitration/ Court Cases and the reasons and justification as to why an appeal against such awards/ decree was not considered necessary briefing out inter-alia details of the award and clear cut recommendations The decision of the competent authority in 'PMC' to accept the award or challenge the same in a

Court of Law will be binding on the 'Sambalpur University'.

- (c) 'PMC' shall settle and pay the final claims which may be decreed by a Court of Law, Tribunal or by award of arbitration in relation to the deposit work.
- (d) 'PMC' shall be responsible for redressing and complying with the observations of CTE/ CVC, Auditors, Statutory Authorities, Local Bodies, Municipal Corporation etc. pertaining to the work under intimation to 'Sambalpur University'. Providing all work-related information promptly to 'Sambalpur University' for replying to Parliament Questions, queries from various Constitutional & Statutory Authorities.

#### **[8]. COMPLETION AND HANDING-OVER OF COMPLETED WORK AND FACILITIES:**

- (a) 'PMC' shall obtain work completion/ occupancy certificates & clearances for completed Work and Facilities before handing over the same to 'Sambalpur University' for putting them to functional use. 'Sambalpur University' shall provide all assistance in this process.
- (b) 'PMC' 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 Equipment and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc.
- (c) On completion of the work, a Project Completion Report (PCR) shall be submitted by 'PMC' duly bringing out the Final Project Completion Cost, Total Time period taken to complete the work and also completed Project Components as against the approved Cost, Time and Project Components. The 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 'PMC'.

#### **[9]. TERMINATION OF AGREEMENT**

If 'Sambalpur University' decides to terminate this agreement or decides to drop/ abandon the work after substantial preliminary work has been done by 'PMC' on the work, both 'PMC' and 'Sambalpur University' shall mutually decide the loss incurred by 'PMC' for payment by the latter to the former. In case of abandonment of project/ work by 'Sambalpur University' during construction stage, 'Sambalpur University' shall pay to 'PMC', after determining the value of the works, goods and contractor's documents and any other sums due to them for work executed in accordance with the agreement, to help liquidate only such liabilities as were squarely needed towards construction/ consultant agencies engaged on the work, in a fair and reasonable manner.

#### **[10]. MISCELLANEOUS**

- (a) **Disputes between 'Sambalpur University' and 'PMC':** As dispute resolution mechanism for implementation of the provisions of this agreement, at the first instance the issues involved shall be brought before Registrar of 'Sambalpur University' and concerned Project Manager, PMC for their resolution. In case, however, disputes/ differences between the parties do not get resolved, the matter shall be brought before the highest authority in their respective organizations. They shall submit a comprehensive report and recommendation to 'Sambalpur University' and 'PMC' for facilitating final decision in the matter.
- (b) Individual and joint responsibilities of the Parties shall be as per clauses mentioned above.
- (c) No amendment in Terms & Conditions of the agreement shall be valid and effective unless it is in writing and duly signed by authorized representatives of 'Sambalpur University' and 'PMC'.

Each party shall give due consideration to any proposal for amendment/ modification made by other party with proper justifications thereof.

- (d) Provisions, if any, made in respect of deposit works in 'PMC's Works Manual or Codes shall stand modified to the extent of the stipulations made in this agreement for execution of 'Sambalpur University' works by 'PMC'.

**[11]. FORCE MAJEURE:**

Neither Party shall be held responsible for non-fulfilment of their respective obligations under this agreement due to the exigency of one or more of the Majeure event such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, pandemic, riots, civil commotion, etc., provided on the occurrence and cessation of any such event the Party effected thereby shall give a notice in writing to other Party within one (1) month of such occurrence or cessation. If force majeure continues beyond one (1) month, the parties shall jointly and mutually decide about the future course of action or terminate this agreement with immediate effect.

**[12]. Eligibility Criteria:**

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.10Crore in last 5 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 <b>Annexure - 8</b> .
6	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 <b>Annexure - 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 or tax liability.
7	The bidder should be an assesses under Income Tax Act and Goods & Services Tax Act	Copies of PAN, GSTIN, IT Returns for the last 3 Assessment years



8	The Bidder should have a minimum annual average turnover of Rs.10 Crore for last 3 years <b>[FY2021-22, FY2022-23 and FY2023-24]</b>	Copy of Turnover Certificate from the Statutory Auditor or chartered accountant certifying the same. Refer <b>Annexure-5</b>
9	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.
10	The Bidder should have a positive Net Worth Rs.5.0 Crores as on <b>31.03.2024</b>	Audited Financial Statements duly certified by Chartered Accountant for the last financial year along with net worth certificate signed by the auditor. Refer <b>Annexure-5</b>
11	Self-Declaration that the Bidder has no relative in this organization.	Self-Declaration

**Notes:**

- a) 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.
- b) The Authority reserves the right to reject the financial bids in case of receipt of low bid abnormally.
- c) 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.

**[13]. 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.

**[14]. FRAUD AND CORRUPT PRACTICES:**

- a) 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.
- b) 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.
- c) For the purposes of this Clause, the following terms will have the meaning given to them below:
- d) **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.

- e) 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;
- f) 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;
- g) 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
- h) 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.

#### [15]. **TECHNICAL EVALUATION:**

Proposal of Technical Evaluation-

Sl.	Eligibility Description	Score Basis	Score	Awarded Score
1	Experience of Bidder in Construction of Road, Building and other Civil Construction works	10 - 15 Years: <b>10 Points</b> 15 - 20 Years: <b>15 Points</b> Above 20 Years: <b>25 Points</b>	25	
2	Experience of having minimum Annual average Turnover for last three years [FY2021-22, FY2022-23 and FY2023-24]	10Cr Turnover: <b>10 Points</b>  Additional turnover in the range i.e., 10Cr to 15Cr : <b>3 Points</b> Above 15Cr : <b>2 Points</b>	15	



3	Experience in construction of high value projects. The bidder has to submit the completion certificate of one completed project.	Prescribed Experience of completion of a single project of 10Crore in last 5 years [FY2019-20, FY2020-21, FY2021-22, FY2022-23 and FY2023-24]: <b>15 Points</b>	15	
4	Net worth of the bidder as on <b>31.03.2024</b>	5.0Crores Net worth: <b>10 Points</b>	10	
5	Qualified Manpower with the Bidder for Civil, Mechanical and Electrical works.	Minimum 50 nos of technical staffs: <b>3 Points</b> Above 50 no's of technical staffs: <b>2 Points</b>	5	
<b>Technical proposal Evaluation</b>				
6	1. About the Organization, 2. Past experience in construction of high value projects/ construction of educational institute/Universities. 3. Plan for Execution and monitoring of the current project.	Technical presentation to be held at Conference Hall Sambalpur University, Jyoti Vihar, Burla-768 019 Sambalpur, Odisha	30	
<b>Technical Score of the proposal (T)</b>			<b>100</b>	

**Note:**

- The total score obtained by the bidder above shall be the technical score (T) of the bidder.
- Applicants should satisfy basic criteria of experience and other requirements as mentioned in pre-qualification criteria. Applicants should score **at least 75 marks** for being considered for opening of financial bid. The financial offers of unsuccessful applicants will be returned without opening.
- 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.

**[16]. BID EVALUATION PROCESS:**

- Quality Cum Cost Based System (QCBS)** 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.
- 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 (2021-22, 2022-23& 2023-24)

**[17]. CLARIFICATION:**

- a) Any Applicant seeking a clarification with regard to the RFP may writing to Authority, at [registrar@suniv.ac.in](mailto: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.
- b) 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.
- 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 RFP schedule at the address given in Notice. The queries shall also be mailed to [registrar@suniv.ac.in](mailto:registrar@suniv.ac.in)
- e) Authority may conduct pre-application meetings, if it deems necessary.
- f) The clarifications will be uploaded on Website(s) and shall form part of the RFP.

**[18]. AMENDMENT OF RFP:**

- a) 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.
- b) Any modification to the RFP following will be made by Authority only by issuing an Addendum/Corrigendum.
- c) Any Addendum/Corrigendum issued before the Application Due Date shall form part of the RFP and shall be published on [www.suniv.ac.in](http://www.suniv.ac.in)
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.

**[19]. 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.

**[20]. EARNEST MONEY DEPOSIT (EMD):**

a) The bidder must submit, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to **Rs. 1,00,000/-** (Rupees One Lakh Only) in shape of Demand draft from any scheduled nationalized bank in favour of **"Comptroller of Finance, Sambalpur University"** payable at Bhubaneswar. The bid not accompanying EMD is liable to be rejected. The EMD will not carry any interest. The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract.

b) The EMD will be forfeited on account of the following reasons:

- Bidder withdraws its proposal during the bid validity period as specified in RFP.
- Bidder has submitted false information in support of its qualification.
- Any other circumstance which holds the interest of the Client during the overall selection process.

**[Note: Bidders are exempted with EMD those who are registered under MSME, NSIC or any other law/rules/regulations. A copy of the certificate duly signed by the bidder must be enclosed along with the bid document]**

c) In case bidders are exempted under any applicable law/rules/regulation/guidelines from payment of EMD, then in place of a EMD, bidders are required to sign a Bid Security Declaration as enclosed at **Annexure-10** accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit performance security before the deadline defined in the request for the bids documents, they will be suspended for the period of time specified in the request for bids document from being eligible to submit bids for contracts with the entity that invited the Bids.

**[21]. PERFORMANCE BANK GUARANTEE (PBG)**

Within 15 days of notifying the acceptance of proposal for the award of contract, the qualified bidder shall have to furnish a Performance Bank Guarantee amounting to **5% of the contract value** from a scheduled Nationalized bank in favour of **"Controller of Finance, Sambalpur University"**, as per the format at **Annexure-11**, for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a period of 3 months beyond the contract period) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

**[22]. SPECIAL INSTRUCTION FOR PREPARATION OF THE PROPOSAL**



- a) **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.
- b) **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.
- c) 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.
- d) 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.
- e) 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.

**[23]. 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.

**[24]. 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 (PMC) FOR THE WORK -**

**"CONSTRUCTION OF ACADEMIC BUILDING WITH ADEQUATE CLASSROOM FOR SUIT ALONG  
WITH FURNITURE (DESK-CUM-BENCH)"**

-----  
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.

**[25]. 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 (PMC) FOR THE WORK -**

**"CONSTRUCTION OF ACADEMIC BUILDING WITH ADEQUATE CLASSROOM FOR SUIT ALONG  
WITH FURNITURE (DESK-CUM-BENCH)"**

-----  
The Financial Proposal shall be prepared -



- a) The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.
- b) 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.
- c) The financial proposal shall be in the form of lump-sum amount.

#### **[26]. PREPARATION OF BIDS**

- a) Bidders should take into account all clarifications / corrigendum(s) / addendums to the RFP document published before preparation and submission of their proposals.
- b) 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.

#### **[27]. 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:**

- a) RFP Document Fee and Bid Security as applicable.
- b) Refer Para.12 - Eligibility Criteria & Para 15 of the RFP, submit all the documents accordingly.
- c) Signed copy of the RFP.
- d) 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.

#### **[28]. 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.

#### **[29]. 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.

#### **[30]. 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.

### **[31]. 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 para 15 note-c) will only be opened and evaluated as per QCBS 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.

### **[32]. 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 H2 and H3 may be considered for issue of LOA at the discretion of the Authority.

### **[33]. 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';

### **[34]. MOBILIZATION PERIOD**

The Agency will be granted 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'.

### **[35]. 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.

#### **[36]. 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 90 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.

#### **[37]. 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.

#### **[38]. TERMINATION OF TENDER PROCESS**

The Competent Authority of the Sambalpur University, Jyoti Vihar, Burla reserves the right to annul all bids without assigning any reason.

#### **[39]. 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.**

#### **[40]. 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.



### FAQ's

Queries	Description	Response
Q-1	Whether the fee payable to Architectural and Engineering [A&E] Consultant will be included in the PMC fee or it will be payed over and above the quoted PMC fee.	It is included under PMC fee.
Q-2	It is requested to clarify whether the said project cost of Rs. 5.0Cr is inclusive of GST or without GST.	The proposed project cost is inclusive of GST
Q-3	Please confirm whether the payment made to Statutory Authorities for getting the Approvals/ Permission/ Clearances/ Certificates will be done by University.	It is included in the project cost and the payment will be paid by the PMC along with proper co-ordination with the Statutory Authorities to get the work done.
Q-4	PMC service charges are to be quoted as 'lump sum'.  However, as per Format of Financial Bid (Annexure-9) rates need to be quoted in 'Percentage' of Estimated Cost.  In view of above please confirm, whether the fee needs to be quoted as 'lump sum' or in 'percentage'.	As per Format of Financial Bid (Annexure-9), bidders are required to indicate the percentage along with the lump sum service charge in figure as well in word.  For example, if a bidder wants to quote the lump sum PMC Service Charge as 5% of contract value. That means the bidder has to clearly write in 2nd column as 5% of 5.0Cr= Rs.25,00,000/-and in 3rd column as "Rupees Twenty-Five Lakh" only.
Q-5	Please confirm whether only lump sum service charges as mentioned in the format needs to be quoted OR complete PMC fee for managing the project from concept to commissioning needs to be quoted.	The bidder has to quote the lump sum PMC service charge that include all aspect as required for a project to be completed i.e. Preparation of plans, Estimates, presentation, liasioning with statutory body, necessary testing, project execution, monitoring/ supervision, settlement of issues, commissioning, handing over, DLP etc.
Q-6	Please confirm whether the fee payable/ expenditure incurred to defend the Arbitration and Court Cases will be included in the PMC fee or it will be payed over and above the quoted PMC fee.	It is included in the PMC fees
Q-7	It is understood that clause pertaining to Completion Period (24 months) has been amended to Defect Liability Period (one year). Hence, please confirm the 'Project Completion Period'.	The project completion period is 24 months. DLP of 12 months will starts 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 24 months, then the DLP will starts from the date of the commissioning and handing over of the project.

The above-mentioned queries and responses are also a part of this RFP document.

\*\*\*



**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 Undertaking as Project Management Consultant for the work **"CONSTRUCTION OF ACADEMIC BUILDING WITH ADEQUATE CLASSROOM FOR SUIT ALONG WITH FURNITURE (DESK-CUM-BENCH)"**

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 cost of EMD of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only vide [DD no. \_\_\_\_\_, name of bank] to the Authority in accordance with the RFP Document.
14. I/We submit bid declaration in accordance with the RFP Document.
15. 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		Page No.
				Yes	No	
1	Technical	The bidder should be a State Government PSU/Central Government PSU / Departmental undertaking.	Registration Certificates			
2	Technical	Bidder should have preferable track record of providing 10 years' experience in Construction activities like Educational Institute and buildings etc.	Completion Certificates			

3	Technical	The Bidder should have successfully completed at least one project costing not less than Rs.10Crore in last 5 years	Project Completion Report			
4	Technical	Bidder must have requisite and adequate qualified Technical and Non- Technical Manpower for implementation of Civil Construction Projects.	List of Staffs			
5	Technical	The bidder should not have been blacklisted by any State/Central Govt. Organization or State/Central Government Institution or by any Autonomous/Government PSUs etc.	Self-declaration Affidavit in [Annexure -8]			
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 & 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.10.0Crore for last 3 years and net worth of Rs.5.0Crore as on 31.03.2024	Turnover Certificate by CA [Annexure-5]			
10	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 Undertaking as Project Management Consultant for the work **"CONSTRUCTION OF ACADEMIC BUILDING WITH ADEQUATE CLASSROOM FOR SUIT ALONG WITH FURNITURE (DESK-CUM-BENCH)"**

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.

<p>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 &amp; designation of the person] and countersigned by [name &amp; designation of the person] of the company/partnership/ proprietary firm of [name of the company/partnership/ proprietary firm]</p>	<p>----- [name &amp; designation of the person]</p> <p>----- [name &amp; designation of the person]</p>
---	---

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 Apostle 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	2021-22		
2	2022-23		
3	2023-24		

Sr.No.	As On	Net worth of firm/company in INR
1	31.03.2024	

Yours faithfully,

Authorized Signatory with Date and Seal

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

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



### **ANNEXURE- 6**

(On the Rs.100/-Stamp Paper in the shape of affidavit from the Notary)

#### **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**

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 ....., 2025.

<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. If the bidders have any proceedings pending against them, in that case they have to declare it along with this Annexure-6.**

## **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..... 2025

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 Rs.100/- Stamp Paper 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 ....., 2025.

<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 Undertaking as Project Management Consultant for the work **"CONSTRUCTION OF ACADEMIC BUILDING WITH ADEQUATE CLASSROOM FOR SUIT ALONG WITH FURNITURE (DESK-CUM-BENCH)"**

Dear Sir

I/we, the undersigned, am/are pleased to provide our financial proposal / Bid in respect to the above subjected work as provided with your Request of Proposal No.\_\_\_\_\_/Dev-I/SU, 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	
	<b>In figure</b>	<b>In Words</b>
(1)	(2)	(3)
Lump Sum Service 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:\_\_\_\_\_



**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD****(On Bidders Letter head)***Bid Security Declaration Form*

Date: \_\_\_\_\_ RFP No. \_\_\_\_\_

To (insert complete name and address of the bidder)

I/We, The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration) Name: (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing) Corporate Seal (where appropriate)

**Performance Bank Guarantee Format**

To

.....  
 .....

WHEREAS..... (Name and address of the Consultant)  
 (hereinafter called –the Consultant) has undertaken, in pursuance of Tender  
 No.....dated.....to undertake the service..... (Description of  
 services)(hereinafter called—the contract).

AND WHEREAS it has been stipulated by (Name of the Client) in the said contract that the Consultant  
 shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the  
 sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the  
 Consultant, up to a total of ..... (amount of the guarantee in  
 words and figures), and we undertake to pay you, upon your first written demand declaring the  
 consultant to be in default under the contract and without cavil or argument, any sum or sums within  
 the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or  
 reasons for your demand or the sum specified therein. We hereby waive the necessity of your  
 demanding the said debt from the consultant before presenting us with the demand. We further agree  
 that no change or addition to or other modification of the terms of the contract to be performed there  
 under or of any of the contract documents which may be made between you and the consultant shall  
 in any way release us from any liability under this guarantee and we hereby waive notice of any such  
 change, addition or modification. This performance bank guarantee shall be valid until the .....day of  
 ....., 2025. Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the  
 guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee  
 only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and  
 received by us at our Bhubaneswar branch on or before Dt. .... otherwise bank shall be  
 discharged of all liabilities under this guarantee thereafter

.....  
**(Signature of the Authorized Officer of the Bank)**

.....  
**Name and designation of the officer**

.....  
 .....

.....  
**Seal, name & address of the Bank & Branch**