

HIGHER EDUCATION DEPARTMENT, GOVT. OF ODISHA

NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR ENGAGEMENT OF STATE PSU/ CENTRAL PSU/ DEPARTMENTAL UNDERTAKING AS PROJECT MANAGEMENT CONSULTANT (PMC) FOR “**CONSTRUCTION OF COMPLETE INFRASTRUCTURE FOR 18 NEWLY ESTABLISHED GOVERNMENT COLLEGES, One MDC under RUSA, HOSTELS FOR 11 EXISTING GOVERNMENT HEIs,. 20 HOSTELS FOR AIDED COLLEGES AND SOME OTHER PROJECTS AS AND WHEN REQUIRED**”

RFP No. 01/2026 Date: 25.02.2026

Sealed tenders are invited from intending reputed public sector organizations namely State PSU/Central PSU/Departmental Undertaking herein after referred to as Project Management Consultant (PMC) for Higher Education Dept, Govt. of Odisha as mentioned in the RFP as per our terms and conditions so as to reach the undersigned on or before Dt. 17/03/2026 by 3.00 PM through Speed Post/ Registered Post/ Courier 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 Tender documents for "Engagement of State PSU / Central PSU / Departmental Undertaking as Project Management Consultant for “**CONSTRUCTION OF COMPLETE INFRASTRUCTURE FOR 18 NEWLY ESTABLISHED GOVERNMENT COLLEGES One MDC under RUSA, Infra in B Ed colleges, HOSTELS FOR 15 EXISTING GOVERNMENT HEIs and some other projects as and when required in HEIs**”. The Higher Education Department Government of Odisha reserves all rights to cancel any or all the tenders without assigning any reasons thereof. The **RFP**, terms and conditions can be downloaded from the Website: <https://dhe.odisha.gov.in>.

Address for Submission of Tender/ Proposal:

Additional Secretary (GCNE Section)

Higher Education Department

Lokaseva Bhavan, Ground Floor

Sachivalaya Marg, Bhubaneswar- 751001

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DISCLAIMER

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 Dt.17/03/2026. 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.

Neither HED, Govt. of Odisha 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/ Bidder 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.

Neither HED 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.

Higher Education Department, Govt. of Odisha 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 thereof.

Neither HED 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.

Any dispute arising out of this RFP document is subject to jurisdiction of Sub-ordinate courts at Bhubaneswar and Hon'ble High Court of Odisha.

The applicants/ Bidders are supposed/ expected to know the relevant rules and regulations of the respective authorities concerning this project.

DATA SHEET

SI No.	Particulars	Details
1	Name of the Client	Additional Secretary to Government (GCNE Section) Higher Education Department Lokaseva Bhavan, Ground Floor Sachivalaya Marg, Bhubaneswar- 751001 https://DHE.odisha.gov.in
2	Tentative Project Cost	380.00 Cr INR (approx) for Projects of 29 Government Degree Colleges as mentioned in the RFP.
3	Completion Period	36 Months
4	Bid Validity	180 days from the last date of submission of the bids

5	Date of Issue of RFP	25/02/2026
6	Submission of Pre-Bid Query	05/03/2026 up to 05:00 PM For clarification during tendering process E-mail: sec3hed@gmail.com
7	Pre-bid virtual meeting to address the query/ clarification	06/03/2026 at 3:30 PM
8	Issue of Pre-Bid response/clarification by HED (if any)	10/03/2026 at 4:00PM
9	Last Date of Submission of Bids	17/03/2026 up to 03:00PM
10	Opening of Tenders	Part - I: Technical Bid The technical bids will be opened on 19/03/2026 3:30 PA. (Qualifying Bidders will be called for Technical Presentation) The Technical Presentation will on 24/03/2026 Part - II: Financial Bid (Tentative Date) Financial Bids of the technically qualified bidders will be opened on 24/03/2026 at 11:00 AM
11	Bid Processing Fee (Non-Refundable)	Rs. 10,000/- in shape of Demand Draft/ Banker's Cheque from any scheduled commercial bank in favour of "DDO US ,Higher Education Department, payable at Govt. Secretariat Branch, UCO Bank, Bhubaneswar". The Proposal received without bid processing fee will be rejected.
12	Earnest Money Deposit (EMD)/ Bid Security Declaration (Refundable)	Bidders shall submit, along with their Bids, EMD of ₹2,00,000/- (Two Lakh) in the shape of Bank Draft (in the format specified in

		this RFP) issued by any scheduled bank in favour of “DDO US ,Higher Education Department, payable at Govt. Secretariat Branch, UCO Bank, Bhubaneswar, and should be valid for 180 days from the due date of the tender / RFP. The EMD should be submitted in the General Bid. • The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it. • EMD of all unsuccessful bidders would be refunded by HED within 60 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Guarantee.
13	Performance Guarantee/Security (PG/ PS)	Agency shall submit an irrevocable Performance Guarantee/Security of 3% (Three Percent) of the PMC service charges for proper performance and due fulfilment of the terms and conditions of the contract within 30 days from the date of issue of Letter of Acceptance by the Higher Education Department, Govt. of Odisha. The guarantee shall be in the form of Account Payee Demand Draft, Bank Guarantee including e- Bank Guarantee or Fixed Deposit Receipts (FDR) and will be released after the project is completed and handed over.
14	Address for Submission of Proposal (Speed Post/ Registered Post/ Courier)	Additional Secretary to Government (GCNE Section) Higher Education Department, Lokaseva Bhavan, Ground Floor, Sachivalaya Marg, Bhubaneswar-751001
15	Place of Opening of Technical Proposal	The Higher Education Department, Lokaseva Bhavan,

		Ground Floor Sachivalaya Marg, Bhubaneswar
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TERMS OF REFERENCE & SCOPE OF WORK

1. Service/ Scope of Work:

- a. Following Construction works are required to be carried out in the mentioned Colleges with estimated cost as mentioned against each. (Subject to change at the time of execution)
- b. The Work will be executed through a Construction Corporation, Departmental undertaking / PSU as prescribed in clause 183 of OGFR, 2023 as well as in Works Department Resolution No. 9133/W dated 06.09.2012, 6120/W dated 29.05.2015, 6398/W dated 23.05.2016 and amendments to be made from time to time.
- c. The 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.
- d. As *this involves a collection of works, the assignment of work to the PMC will be intimated through a letter and an agreement will be signed between the PMC and the HED.*

Details of the Colleges in need of infrastructure			
SN	Name of the College	District	Details of the place of construction
1	Government Degree College, Gumma	Gajapati	
2	Government Degree College, Dharakote	Ganjam	
3	Government Degree College, Thuamul Rampur	Kalahandi	
4	Government Degree College, Khajuripada	Kandhamal	
5	Government Degree College, Bandhuaon	Koraput	
6	Government Degree College, Narayanpatna	Koraput	

7	Government Degree College, Chitrakonda	Malkangiri	Mouza-Chitrakonda, khata no.47, plot no.58, area-5.295 Hc
8	Government Degree College, Tiring	Mayurbhanj	
9	Government Degree College, Tentulikhunti	Nabarangpur	
10	Government Degree College, Kosagumuda	Nabarangpur	
11	Government Degree College, Jharigam	Nabarangpur	
12	Government Degree College, Raighar	Nabarangpur	
13	Government Degree College, Kasipur	Rayagada	
14	Government Degree College, Ramanguda	Rayagada	
15	Government Degree College, Chandrapur	Rayagada	
16	Government Degree College, Nuagaon	Sundargarh	
17	Government Degree College, Gurundia	Sundargarh	
18	Government Degree College, Kuarmunda	Sundargarh	

Following infrastructure shall be made at each of the above mentioned Government Degree Colleges				
SI	Description of	Proposed Area	Total	Remarks

No.	Infrastructure	Sq. Feet	Estimated Cost	
1	Academic Building	810Sq.m.		
2	Administrative Building	800 Sq.m.		
3	Boys hostel	600 Sq.m.		
4	Girls Hostel	400Sq.m.		
	Total permissible built up area	2610 sq.m. to 2815 sq. m.		
5	Boundary wall and Gate	As per requirement		
6	Internal Road and drainage system	-do-		
7	Waste management systems			
8	Rain water harvesting system			
9	Roof top Solar plants			
10	Other periphery items as per requirement			
	Total			

Details of the Colleges where boys and girls hostels will be constructed				
SN	District	Name of the Government College	Seat Capacity of the hostel	
			Boys	Girls

1	Bolangir	Government Degree College , Bolangir	200	200
2	Bolangir	Bidyabhusan Sanskrit College, Bolangir	50	50
3	Bolangir	Government Women's College, Titlagarh	200	200
4	Cuttack	JKBK Government College, Cuttack	200	200
5	Ganjam	Niranjan Govt. Degree College, Aska	200	200
6	Ganjam	Government Science College, Chhatrapur	200	200
7	Ganjam	Binayak Acharya College, Aska	200	200
8	Keonjhar	B.N. Sanskrit College, Tukuna	50	50
9	Mayurbhanj	Govt. Sanskrit College, Baripada	50	50
10	Sambalpur	Netaji Subhash Chandra Bose College, Sambalpur	200	200
Teacher Education Institute				
11	Keonjhar	Anandapur Anchalik Training College, Fakirpur	200	200
12	Kalahandi	College of Teacher Education, Bhawanipatna	200	200

Infrastructure required at Teacher Education Institutes				
SN	District	Name of the TEIs	Infrastructure required	Dimension
1	Keonjhar	Anandapur Anchalik Training College, Fakirpur	Academic Building-cum- Administrative Building	**
			Multipurpose Hall	2000 Sqft
			Common room for girls	500 Sqft.
			Reading room facility	500 Sqft.
2	Cuttack	Radhanath IASE, Cuttack	Reading room facility	500 Sqft.
3	Sambalpur	PMIASE, Sambalpur	Reading room facility	500 Sqft.
4	Ganjam	DPIASE, Berhampur	Common room for girls	500 Sqft.
			Reading room facility	500 Sqft.
5	Ganjam	KSUB CTE Bhanjanagar, Ganjam	Reading room facility	500 Sqft.

6	Angul	NKCTE, Angul	Common room for girls	500 Sqft.
			Reading room facility	500 Sqft.
7	Khurda	NDWCTE, Bhubaneswar	Reading room facility	500 Sqft.
8	Balasore	College of Teacher Education, Balasore	Multipurpose Hall	2000Sq ft
			Common room for girls	500 Sqft.
			Reading room facility	500 Sqft.
9	Balangir	College of Teacher Education, Balangir	Classroom	50 Sq. meter
			Common room for girls	500 Sqft.
			Reading room facility	500 Sqft.
10	Mayurbhanj	UG CTE, Baripada	Multipurpose Hall	2000Sq ft
			Reading room facility	500 Sqft.
11	Koraput	DAV College of Teacher Education, Koraput	Common room for girls	500 Sqft.
			Reading room facility	500 Sqft.
12	Kalahandi	College of Teacher Education, Bhawanipatna	Classroom	50 Sq. meter
			Library and Reading room facility	**+500 Sqft.
13	Kandhamal	Govt. Teachers Training College, Phulbani	Reading room facility	500 Sqft.
14	Kandhamal	Govt. B.Ed Training College, Kalinga	Reading room facility	500 Sqft.
15	Sundargarh	College of Teacher Education, Rourkela	Classroom	50 Sq. meter
			Common room for girls	500 Sqft.
			Reading room facility	500 Sqft.
16	Cuttack	Hindi Teachers' Training Institute, Cuttack	Reading room facility	500 Sqft.

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

a. Preliminary Project Report (PPR) shall be prepared by 'Project Management Consultant' based on functional & space requirements **as specified in PM USHA Guidelines, 2023 and UGC minimum space standards. The PMC shall submit to PPR to the HED Govt. of Odisha for 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 endeavoring part of both 'Higher Education Department and 'Project Management Consultant' in consultation with consultants & experts to develop Standard Plans & Specifications or Works & Services including Furniture, Equipment, and Plants etc. pertaining to various categories of Works etc. The following tentative facilities are to be provided across the mentioned Colleges:

i. **Fire safety provisions as per Odisha Fire Prevention and Fire Safety (OFPFS) Rules, 2017**

ii. **Accessibility as per Rights of Persons with Disabilities Act, 2016**

- b. 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 of 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 HED along with all relevant input information, documents and Drawings etc. for approval of Higher Education Department, Govt. of Odisha, 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 basing on the lowest quoted market rate only when these are not readily available either in SOR. Detailed reasons and justifications for including non-SOR items shall have to be furnished by 'Project Management Consultant'. HED, Govt. of Odisha 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 **08 (Eight)** weeks of its submission by 'Project Management Consultant'.
- c. 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.

3. Release of Funds, Payment of Bills:

- b. This selection shall be essentially on the lump sum service charges to be claimed for execution of work.
- c. The procedure of payment to Project Management Consultant shall be governed by Works Department Resolution No. 9133/W dated 06.09.2012, 6120/W dated 29.05.2015, 6398/W dated 23.05.2016 and amendment to be made from time to time.

4. Execution of Work:

- a. 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, conversions 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. The Project Management Consultant shall be responsible for maintaining any law-and-order situation arising at the time of execution of the project.

- b. Works shall not be awarded by 'Project Management Consultant' to contractors till all statutory approvals/ certificates/ permissions required for taking up the work, are in place.
- c. Project Management consultant' shall have to allow the authorities from HED & Colleges to inspect and monitor the works, themselves or through third party as and when they desire to assess actual progress and quality of construction and any other aspects.
- d. The Regional Directors/ Colleges should 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. Engineers appointed by the Higher Education Department (HED)/Colleges may randomly inspect the quality of work by conducting quality control tests, either manually or through Q.C. laboratories. The cost of such tests shall be borne by the PMC or the construction agencies appointed by PMC.
- f. The Regional Directors/ Colleges shall permit and facilitate to the 'Project Management consultant' all utilities required for construction e.g. drawing 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, from Local Bodies in this regard.
- g. As soon as the work is allocated, PMC shall prepare and submit to HED and Colleges an Integrated work Programme Chart for the execution of work showing clearly progress of all activities from the starting of work to completion of project with details of manpower and other input information required for the fulfilment of the timelines given therein. PMC will intimate HED, Colleges, Project Team, both on-site and off-site, starting from Chief Engineer to Junior Engineer associated with execution of the work. The work Programme Chart should inter-alia include descriptive notes explaining the sequence of the various activities, CPM Network Milestones etc. This will form the 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 or delay in time-period from the Base Line Value shall be construed as Time Overrun.
- h. 'Project Management consultant' shall be responsible for providing physical progress Reports to HED, Govt. of Odisha/ Colleges 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 Colleges' 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.
- i. PMC shall also be responsible for providing to HED, Govt. of Odisha/ Colleges Financial Progress Reports of the project and up to date Expenditure incurred on the work on a monthly basis along with Certificate of Utilization of Fund against Fund earlier released to PMC by HED Govt. of Odisha.

j. 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, their own Works Manual, Codes, Books of Specifications etc." and in accordance with relevant and extant provisions of Odisha General Financial Rules (OGFR), 2023(updated upto 04.06.2025).

k. Quality Control and Quality Assurance (QC & QA):

The Project Management Consultant (PMC) shall lay down a field quality assurance plan and also specify the materials quality as per the required specification mentioned in SOR/BIS- Codes. The PMC shall set up a special quality cell for quality assurance, which will ensure that the quality of work is executed as per specification. For routine testing purposes, PMC shall carry out these tests in the Govt./Semi-Govt. Agency such as CRRI/NIT/IIT/CBRI/NCCBM/Govt. Labs, as per prescribed standard & recommended frequencies. All testing records will be documented properly by the PMC/Construction agencies. The cost of all quality control testing shall be borne entirely by the PMC/Construction agencies engaged by the PMC.

5. 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 commencement to completion and call composite tenders to reduce the number of packages for better management. PMC shall be obliged to adopt all the above-mentioned measures for successful completion of the works within Approved Cost and agreed Time period. **The Project duration is 36 Months.**
- b. '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-a-vis approved plans & specifications in Terms and Conditions of the **agreement** and mutually agreed milestones & timelines and approved cost, taking with due diligence all required proactive remedial measures including provision of stringent and elaborate enforceable Clauses to this effect and also making time as the essence of contract in the Bid and Contract Documents. 'Project Management Consultant' shall provide for clauses in the contract and established procedures to recover Liquidated damages from their contractors/ agencies. The liquidated damages recovered from the contractors for delay, if any, shall be credited to HED, Govt. of Odisha/ Colleges in the project accounts.
- c. The approved Initial Project Cost & Timeline should not exceed during execution of the project.
- d. No additional expenditure over and above the earlier approved Project Cost shall be incurred by 'Project Management Consultant' without prior approval of Higher Education Department, Government of Odisha.
- e. At any point of time, if it appears to HED or concerned Colleges that the actual progress of the work does not conform to the approved programme referred above and intimated to PMC by HED, detailed reasons and justifications for such delays shall

have to be provided by 'Project Management Consultant', which shall be examined by HED, Govt. of Odisha to re-Schedule the Programme, if any. Progress Review Meetings preferably monthly shall be held between 'Project Management Consultant' and HED or College concerned authorities for reviewing the progress of works based on Baseline Programme/ Milestones etc. and for resolving co-ordination issues, if any including fixing priority of some works, facilities and services for their early completion and handing over to HED, Govt. of Odisha for putting item to use for intended purpose.

- f. PMC shall be required to complete the construction of Project within the period stipulated in this RFP. In case of delay, which may occur due to the reasons beyond the control of PMC, PMC would intimate the Employer with full details of extension in time limit for completion of the works and keeping the contract alive. The HED must ensure to communicate approval of extension within 1 month from the date of intimation by PMC else approval will be construed as granted and no further communication from HED in this regard will be tenable.
- g. If the delay in completion is solely attributable to the PMC, the services charges will be reduced by 1% for delay of 12 to 15 months(i.e No reduction for delay upto 12 months) and additionally by 0.25% (Zero-point Two Five percent) for delay of every 3 months thereafter.

6. Dispute, Enquiries and Queries:

If any disputes arise it shall be settled as mentioned in the agreement entered into with HED.

7. Completion and Handing Over of Completed Work:

- a. PMC shall obtain work completion/ occupancy certificates & clearances for completed Work and Facilities soon after completion of the work in all respects and before handing over the same to 'College' for putting them to functional use. College shall provide all assistance in this process.
- b. PMC shall hand over to Authorized Representative of the respective Colleges the completed Work including all services and facilities constructed in accordance with the Approved plans, Specifications fulfilling all techno-functional requirements agreed with HED/ College along with Inventory, 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 'Project Management Consultant' duly bringing out the Final Project Completion Cost, Total Time period taken to complete the work and completed Project Components mentioning the plinth area of each structure against the approved Cost, Time and Project Components. The PCR shall be submitted along with Final Project Accounts including return of unspent balance amount if any to 'HED' within one month of settlement of final bills of the contractors/ other agencies deployed on the work by 'Project Management Consultant'.
- d. The defect liability period of this Project shall be 12 months after completion of work

or handing over of the offer of possession or taking over of part works, whichever is later. If the Executive Agency does not rectify the defects observed during the defect liability period within a reasonable time, the HED/College shall be at liberty to get such defects rectified at the cost and risk of the Executive Agency/ deployed contractors.

- e. The PMC shall be responsible for the comprehensive maintenance of the completed Work and Facilities for a period of **five (5) years** from the date of handing over possession to the respective College. The scope of maintenance shall include preventive and routine maintenance of all civil, electrical and PH works. The PMC shall deploy adequate technical staff and resources to carry out maintenance activities, maintain proper records of inspections, repairs, and replacements, and submit quarterly maintenance reports to the Authorized Representative of the College.
- f. At the end of the five-year maintenance period, the PMC shall hand over the infrastructure in good working condition along with updated maintenance records, service logs, and warranties/guarantees of equipment to the College or office authorized by HED.

8. Eligibility Criteria:

SI No.	Description	Required Document	Supporting
1	The Bidder should be a State PSU/ Central PSU/ Departmental undertaking working in the field of Civil construction of Educational Institute and Buildings	Certificate of Incorporation, Article of Association, Memorandum of Association	
2	Bidder should have track record of 15 years' experience in construction activities like Educational Institute/ College, Research Institute, etc.	Work Performance/ Completion Certificate from Competent Authority	
3	The Bidder should have successfully completed at least one project costing not less than 150 Crore in last 07 years	Project completion Report (certified from competent authority) to be attached	
4	Bidder must have requisite and adequate qualified Technical & Non-Technical Manpower for implementation of Civil Construction Projects	List of such qualified Technical & Non-technical manpower with their Name, Qualification and date of Appointment	
5	List of such qualified Technical & Non-Technical Manpower	Self-Declaration in shape of Affidavit form a Notary	

6	The Bidder should have Registration under Labour Law registration with Employee' s Provident Fund Organization	Copy of Registration document of Labour Law, Registration of Employee's Provident fund Organization Certificate
7	Bidder or his 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 regarding 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
9	The Bidder should have a minimum annual turnover of Rs.300.00 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
11	The Bidder should have a positive Net Worth Rs.100.00 crores for last 03 (three) years.	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:

8.
 - a. The Authority reserves the right to verify the claims made by the bidder and to carry out 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 a 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.

9. 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.

10. 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:
 - i. 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 Processor 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.

- ii. 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.
- iii. 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).
- iv. 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.

11. Technical Evaluation:

SI No.	Eligibility Criteria	Mark	Maximum Mark
1	(a) Experience of Bidder in Civil Construction works (Work Order and Work Completion Certificate issued by the Client Organisation/ Department to be attached)	Up to 15 Years: 03 Marks 15 to 25 Years: 05 Marks Above 25 Years:10 Marks	10
	(b) Experience of Bidder in similar nature of construction works, preferably for an educational institution of national repute in Odisha (Work Order and Work Completion Certificate issued by the Client Organisation/ Department to be attached)	Executed a single project worth Rs. 150 Cr in last 7 years: 5 Marks 1 mark per additional value of the project of Rs.50 Cr above Rs.150 Cr subject to a maximum of 5 marks.	10

	(c) Experience of construction of Green Building (GRIHA 5/4/3 Star Rating/ Platinum / Gold/ Silver LEED Rating, Platinum/Gold/Silver IGBC rating.	Completion of at least 2 projects with GRIHA 3 Star rating/LEED Platinum/IGBC Platinum or above: 10 Marks Completion of 1 project with at least GRIHA 3 Star rating/LEED Platinum/IGBC Platinum or 2 nos. of projects with GRIHA 4 Star rating/LEED Gold/IGBC Gold: 07 Marks Completion of 1 project with GRIHA 2 Star rating/LEED Gold/IGBC Gold or 2 projects with GRIHA 3 Star rating/LEED Silver/IGBC Silver: 05 Marks Completion of 1 project with GRIHA 3 Star rating/LEED Silver/IGBC Silver: 03 Marks	10
2	Experience of having a minimum annual average turnover for the last three financial years, i.e., 2021-22, 2022-23, & 2023-24	(a) 500 Cr and above Turnover: 05 Marks Additional each 100 Crore turnover: 1 Mark (Maximum 5 Marks) (b) 100 Cr positive net worth: 05 Marks	15
3	Qualified Manpower on regular payroll with the Bidder for Civil, Architect and Electrical Works. a. BE/BTech or above in Civil	Civil Engineers 300 or more: 10 Marks	10

	Engineers b. BE/BTech or above in Electrical Engineering for Electrical Engineers c. B. Arch or above for Architect Experience: (The list of manpower to be furnished by the bidder in the letter head of the company and signed by authorized person of Company)	200-299: 7 Marks 100-199: 5 Marks 51-99: 3 Marks 10-50: 2 Marks Up to 10: 0 marks	
		Electrical Engineers 50 or more: 3 Marks 25-49: 2 Marks 5-24: 1 Marks	3
		Architects 3 or more: 2 Marks 1-2: 1 Marks	2
4	PSU having experience in working with the State Government in the state of Odisha (If any, receipt of appreciation letter from state government Colleges)	More than 2 appreciation letters: 10 Marks 2 appreciations letters: 8 Marks 1 appreciation letters: 4 Marks	10
5	Presentation about the organisation, experience in the construction of high value	Profile and previously executed similar projects: 5 Marks	30

	projects /construction of high-rise buildings (Technical presentation to be held at Conference Hall, HED, Loka Seva Bhavan) Experience of Construction high rise building in the state of Odisha: 5 Marks Concept Design Understanding of the projects: 5 marks Proposed detail Plan for execution: 5 Marks Methodology & Approach towards QA, QC, Planning, Execution, Completion & Handing over: 5 Marks Transparency & Standard Operating Procedure for project execution: 5 Marks	
	Total	100

11. a. 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
- b. Financial Evaluation: The financial proposals of the bidders qualifying for the technical evaluation 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

12. Bid Evaluation Process:

The Quality and Cost Based Selection (QCBS) methodology will be adopted for evaluation, with Technical-to-Financial weightage of 70:30.

13. Clarification:

- a. Any Applicant seeking a clarification regarding the RFP may write to Authority, at hedsec.od@od.gov.in/ sec3hed@gmail.com. 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. 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.

- c. 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 hedsec.od@od.gov.in/ sec3hed@gmail.com.
- d. The clarifications will be uploaded on Website(s) and shall form part of the RFP

14. 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 <https://dhe.odisha.gov.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.

15. RFP Document:

- a. The cost of the RFP document Rs.10,000/- (Rupees Ten Thousand only) shall be payable in the form of a Demand Draft drawn in favour of “DDO US, Higher Education Department, payable at Govt. Secretariat Branch, UCO Bank, Bhubaneswar”. This Demand Draft towards cost of Bid/RFP document shall be Non-Refundable and has to be submitted along with the Bid.
- b. Bidders shall submit, along with their Bids, EMD of ₹2,00,000/- (Two Lakhs) in the shape of Bank Draft (in the format specified in this RFP) issued by any scheduled bank in favour of DDO US ,Higher Education Department, payable at Govt. Secretariat Branch, UCO Bank, Bhubaneswar, and should be valid for 180 days from the due date of the tender / RFP. The EMD should be submitted in the General Bid.
- c. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d. EMD of all unsuccessful bidders would be refunded by HED within 60 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Guarantee.
- e. The Agency shall submit an irrevocable Performance Guarantee/Security of 3% (Three Percent) of the PMC Service Charges for proper performance and due fulfilment of the terms and conditions of the contract by the Higher Education Department, Government of Odisha and before signing the agreement with HED. The guarantee shall be in the form of Account Payee Demand Draft, Bank Guarantee including e- Bank Guarantee or Fixed Deposit Receipts (FDR) and will be released after the project completed and handed over.

16. 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 Higher Education Department, Govt. of Odisha 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:
 - i. 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.
 - ii. 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:
 - i. Made a complete and careful examination of terms and conditions/ requirements and other information as set forth in this RFP document
 - ii. Received all such relevant information as it has been requested from the Authority
 - iii. Made a complete and careful examination of the various aspects of the Project
 - g. No change in 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) thereof.
 - 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.
16.
 - 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.
 - 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.

17. 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 or Director in case of a company or Society/Cooperative Society respectively must be enclosed.

18. Submission for Technical Proposal:

1.
 - i. The envelope containing Technical Proposal shall be sealed and superscripted as- "Technical Proposal" for ENGAGEMENT OF STATE PSU/ CENTRAL PSU/ DEPARTMENTAL UNDERTAKING AS PROJECT MANAGEMENT CONSULTANT (PMC) FOR "CONSTRUCTION OF COMPLETE INFRASTRUCTURE FOR 18 NEWLY ESTABLISHED GOVERNMENT COLLEGES AND HOSTELS FOR 11 EXISTING GOVERNMENT HEIs".
 - ii. 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.

19. Submission for Financial Proposal:

- a. The envelope containing Financial Proposal shall be sealed and superscripted as- "Financial Proposal" for ENGAGEMENT OF STATE PSU / CENTRAL PSU / DEPARTMENT, UNDERTAKING AS PROJECT MANAGEMENT CONSULTANT FOR "CONSTRUCTION OF COMPLETE INFRASTRUCTURE FOR 18 NEWLY ESTABLISHED GOVERNMENT COLLEGES AND HOSTELS FOR 11 EXISTING GOVERNMENT HEIs".
- b. The Financial Proposal shall be prepared using the specified Standard of the respective agencies.
- c. The financial proposal shall not include any conditions attached to it, and any such conditional financial proposal shall be summarily rejected.
- d. 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.
- e. The financial Proposal/offer price should be submitted as per Annexure-9.

20. Preparation of Bids:

- a. Bidders should take into account all clarifications / corrigendum / 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.

- c. 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.
- d. Any deviations from these may lead to rejection of the bid.

21. Submission of Bids:

- a. The bids shall be submitted through SPEED POST / REGISTERED POST / COURIER under two cover system i.e., viz., Technical Proposal/Bid (Cover-I) and financial Proposal/Bid (Cover-II) and both the covers shall be incorporated in a single cover.
- b. 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.
- c. The proposals submitted through any other mode shall not be considered and will be out rightly rejected.
- d. No correspondence will be entertained in this matter.

Cover-I Technical Bid:

- i. RFP Document Fee and Bid Security as applicable.
- ii. Refer Eligibility Criteria & Para 8 and 11 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.

22. Modifications/ Withdrawal of Proposals/Bids:

- a. 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

23. Last Date of Submission of Bid:

- a. The Bids must be received at the specified address, latest by the Bid Due Date for submission of Bids as specified in RFP.
- b. 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.

24. Late Bids:

- a. Any Bid received after the Bid Due Date prescribed by Authority will be summarily rejected and returned unopened to the Bidder.
- b. 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.

25. 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 Higher Education Department (HED), Govt. of Odisha, LokaSeba Bhavan, on the date and time stipulated in the "Bidder Data Sheet", processed & scrutinized to determine Non-Responsive Proposals.

Determination of Responsiveness and Evaluation of Applications: Prior to evaluation of Proposals, the Applications will first be evaluated to determine responsiveness to the RFP.

Authority will determine whether each Proposal is responsive to the requirements of the RFP.

I. 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.

II. Authority shall evaluate and determine whether the Applicants who have submitted are responsive. Applications should satisfy the eligibility criteria and the Qualification Criteria.

III. 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.

IV. 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.

- V. 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.
- VI. 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 any stage of the Selection Process.

Authority's reserve the right to accept/reject any proposal without assigning any reason thereof. The 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.

- I. To accept or reject any or part of any RFP or all the tenders without assigning any reason thereof.
- II. Not to accept the lowest tender or assign reasons for not accepting the lowest RFP.
- III. Not to proceed ahead in the RFP or bidding process without assigning any reason thereof at any stage.

26. Letter of Award (LOA):

- a. After selection of the bidder, it shall be published in the website of HED, Govt. of Odisha and communicated to Bidder within Seven 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 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.
- b. 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 Bidder L2 may be invited to execute the assignment at the price of L1 at the discretion of the Authority. If the negotiation with the L2 bidder fails, the authority reserves the right to cancel the bidding procedure and re-invite the bids.

27. Implementation Process and Contract Period:

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

28. Mobilization Period:

- a. 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.

- b. The date on which the mobilization period gets completed or 10 days from the **signing of agreement with HED**, whichever is earlier, will be identified as the 'Effective Date'.

29. Contract Negotiation:

- a. Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s.
- b. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment.
- c. Representatives conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract.
- d. Negotiations if felt necessary to be carried out as per the provisions in OGFR-2023.

30. Award of Contract:

- a. After completion of the negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the **agreement** and promptly notifying all other bidders about the result of the selection process.
- b. The successful bidders will be asked to sign the **AGREEMENT** after fulfilling all formalities within 30 days of issuance of the offer letter. After signing of the **AGREEMENT**, no variation or modification of the terms of the **AGREEMENT** shall be made except by written amendment signed by both the parties.
- c. Performance Security Deposit (PSD / PBG) of **3% (Three percent) of PMC service charges** to be submitted within 30 days from the date of issue of Letter of Acceptance.
- d. The **AGREEMENT** will be valid till final completion of project under the scheme and final settlement of bills from the date of effectiveness of the **AGREEMENT** and will be extended on mutual consent.
- e. 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.
- f. During this period, bidders shall ensure the availability of Authorized Representative nominated in the Proposal and also the financial proposal shall remain unchanged.
- g. 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.
- h. Bidders are requested to refer "Bidder Data Sheet" for applicable duration validity.

31. Extension of Period of Validity:

- a. 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.
- b. A Bidder may refuse Authority's request for such extension without forfeiting the Bid

Security.

- c. A Bidder accepting the request of HED, Govt. of Odisha shall not be permitted to modify its Bid

32. Confidentiality:

- a. 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.
- b. 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.
- c. 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.
- d. Any dispute in this regard will be dissolved within the jurisdiction of the Courts at Bhubaneswar.

33. Governing Laws and jurisdiction:

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

ANNEXURE-1

FORMAT FOR COVERING LETTER

(On the Letter head of the Applicant)

To

Additional Secretary (GCNE Section)

Higher Education Department

Lokaseva Bhavan, Ground Floor

Sachivalaya Marg, Bhubaneswar- 751001

Ref: Request for Proposal for ENGAGEMENT OF STATE PSU / CENTRAL PSU / DEPARTMENTAL UNDERTAKING AS PROJECT MANAGEMENT CONSULTANT FOR "CONSTRUCTION OF COMPLETE INFRASTRUCTURE FOR 18 NEWLY ESTABLISHED GOVERNMENT COLLEGES AND HOSTELS FOR 11 EXISTING GOVERNMENT HEIs "

Sir,

I the undersigned offer to participate in the tender process in accordance with your RFP

Notice No. Date .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 abovementioned 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. date name of bank) to the Authority in accordance with the RFP Document.
13. I/We submit EMD (Earnest Money Deposit) of Rs. /- [Rupees] only vide (DD No. date: 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 qualified 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.	Mobile No.	
7.	Email Id	
8.	Organization website address	
9.	Year of incorporation (Certificate of Registration to be furnished)	
10.	Details of PAN (Copy of PAN Card to be furnished)	
11.	Details of GST Registration No.	

	(Copy of GST Registration number to be furnished)	
12.	Contact person Name & Address)	
13.	Contact person Mobile / telephone no	
14.	Contact person email ID	
15.	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 Certificate		
2.	Technical	The bidder should have a track record of providing 15 years' experience in Construction activities like Building, Bridge, Road etc.	Completion Certificates		
3.	Technical	The bidder should have successfully completed at least one project costing not less than Rs.200.00 Crore in last three 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 black listed by any Govt. Organization or Government	Self Declaration		

		Institution or Government PSUs etc.	Affidavit in Annexure -9		
--	--	-------------------------------------	--------------------------	--	--

6.	Technical	The bidder may preferably have: Registration under Labour Law Registration with Employee's Provident fund Organization	Cost 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.500 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 UNDERTAKING AS PROJECT MANAGEMENT CONSULTANT FOR **“CONSTRUCTION OF COMPLETE INFRASTRUCTURE FOR 18 NEWLY ESTABLISHED GOVERNMENT COLLEGES AND HOSTELS FOR 11 EXISTING GOVERNMENT HEIs ”**. The company/partnership/ proprietary firm is submitting its application for the project issued by the HIGHER EDUCATION DEPARTMENT, GOVT. OF ODISHA 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 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]

Instruction:

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 the Applicant 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:

Sl. No.	Name of Project	Client/Agency	Period	Total Contract Value	Remark
---------	-----------------	---------------	--------	----------------------	--------

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)

Sl. No.	Financial Year (Last three FY)	Turnover of firm/company in INR	Average Annual Turnover for Last three FY,
1.			
2.			
3.			

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 an 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/ 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 has been filed against any of us for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.

In addition, we confirm that there are no proceedings 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>

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)

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:

- 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.
 - c. 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 anticompetitive 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 Stamp Paper of appropriate value in the shape of affidavit from the Notary regarding in eligibility of the Bidder and not being backlisted)

I/we, M/S _____ (name and address of the registered office) hereby certify, confirm and undertake that our company/firm/enterprise/ 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>

<Name of the Authorized Person>

<Name of the Authorized person>

<Name of the Authorized person> Notarised

ANNEXURE-9

(Format of Financial Bid)

[Location, Date]

To

Additional Secretary (GCNE Section)

Higher Education Department

Lokaseva Bhavan, Ground Floor

Sachivalaya Marg, Bhubaneswar- 751001

Ref: Request for Proposal for ENGAGEMENT OF STATE PSU / CENTRAL PSU / DEPARTMENTAL UNDERTAKING AS PROJECT MANAGEMENT CONSULTANT FOR "CONSTRUCTION OF COMPLETE INFRASTRUCTURE FOR 18 NEWLY ESTABLISHED GOVERNMENT COLLEGES AND HOSTELS FOR 11 EXISTING GOVERNMENT HEIs "

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 OF COMPLETE INFRASTRUCTURE FOR 18 NEWLY ESTABLISHED GOVERNMENT COLLEGES AND HOSTELS FOR 11 EXISTING GOVERNMENT HEIs ACROSS ODISHA" as provided with your Request of Proposal No 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		
	In figure	In Words
Service Charges		

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 180 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: _____

ANNEXURE-10

(Bank Guarantee Format for furnishing EMD)

Whereas (hereinafter called the “tenderer”) has submitted their offer dated..... for the supply
..... (hereinafter called the “tender”) against the purchaser’s tender enquiry No..... of KNOW ALL MEN by these presents that WE..... of having our registered office at..... are bound unto (hereinafter called the “Purchaser) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20..... THE CONDITIONS OF THIS OBLIGATION ARE: (1) (2) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender. If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity: - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract. b) Fails or refuses to accept/execute the contract. WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date. Our..... branch at.....* (Name & Address of the* branch) 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* branch a written claim or demand and received by us at our* 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 and address of the Branch

* Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State headquarters.