



Reference No: SYS-INFRA-INFRA-0003-2023/17596/SYS

Dated: 17/07/2023

***RFP for Selection of Bidder for operation and management
of World Cup Village at Rourkela under long term
lease agreement***

**Sports and Youth Services Department, Government of
Odisha**

Kalinga Stadium, Nayapalli, Bhubaneswar – 751012

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1. Notice for Request for Proposal

Sports and Youth Services Department, Government of
Odisha Kalinga Stadium, Nayapalli, Bhubaneswar –
751012

Ref No: SYS-INFRA-INFRA-0003-2023/17596/SYS

Dated: 17/07/2023

Sports and Youth Services Department, Government of Odisha, invites sealed Bids under two bid-basis i.e., Technical Bid and Financial Bid from Agencies for **‘Operation and Management of World Cup Village at Rourkela under long term lease agreement’**

Sl. No	Information	Details
1	Name of RFP	RFP for Selection of Bidder for operation and management of World Cup Village at Rourkela under long term lease agreement.
2	Type of RFP	Open Tender
3	Mode of tendering	E-tender
4	Last date for sending queries to DSYS, Government of Odisha	Date: 28-July-2023; Time: 11:00 am. Queries may be sent by email: tender.dsys@odisha.gov.in
5	Pre-bid meeting	Date: 29-July-2023; Time: 03:00 pm; (to be held via video conferencing.) Link: https://meet.google.com/ywi-xvmt-ftz Venue: Conference Hall, Department of Sports.
6	Issue of responses to pre-bid queries, addendum/ corrigendum, if Required	Date: 31- July-2023
7	Bid Due Date	Date: 10-August-2023; Time: 4:00 pm
8	Opening of Technical Bid	Date: 11-August-2023; Time: 5:00 pm
9	Opening of Financial Bid	To be informed to the Technically Qualified Bidders
10	Tender Document Cost (non-refundable) including GST	Amount: INR 10,000 (Rupees Ten Thousand only) Payable in DD/ Banker's Cheque only in favour of 'DDO cum Under Secretary, Sports and Youth Services Department, Government of Odisha' payable at Bhubaneswar. DD should reach DSYS, Government of Odisha (Addressed to: Sports and Youth Services Department, Government of Odisha, Kalinga Stadium, Nayapalli, Bhubaneswar, Odisha - 751012) on or before the Bid Due Date by registered post/

		courier.
11	Earnest Money Deposit (EMD)	The bidder shall deposit Earnest Money of INR. 10,00,000/-(Rupees Ten Lakhs only) through Demand Draft drawn in favor of "Department of Sports & Youth Services" payable at Bhubaneswar". The EMD shall be valid for 30 days beyond the Bid Validity period.

The interested bidders should submit their bids only in the e-tender portal

<https://tendersodisha.gov.in/>

Sports and Youth Services Department, Government of Odisha reserves the right to cancel the bid at any time or amend/ withdraw any of the terms and conditions contained in the RFP Document without assigning any reason thereof.

Joint Secretary, DSYS

Data Sheet

Sl. No.	Activity Description	Details
1	RFP No. and Date of Availability of RFP	RFP No.: SYS-SEB-MISCS-0004 2022/18988/SYS Date: 17 th July 2023
2	Site Visit	Up to 25 th July 2023, 05:00 PM.
3	Submission of pre-bid queries - in Word format	Up to 28 th July 2023, 11:00 AM.
4	Pre-bid meeting	29 th July 2023, 03:00 PM.
5	Response to pre-bid queries	31 st July 2023
6	Proposal Due Date (Online)	10 th August 2023, 4:00 PM.
7	Technical Proposal Opening Date	11 th August 2023, 5:00 PM.
8	Technical Presentation	16 th August 2023, 11:30 AM
9	Financial Proposal Opening	To be communicated later
10	Signing of Agreement	Within 2 days of acceptance of LOA
11	Office Address - Venue for pre-bid meeting, opening and evaluation of Bids	Sports and Youth Services Department, Government of Odisha, Kalinga Stadium, Nayapalli, Bhubaneswar – 751012
12	Contact Details	Mr Ranjit Parida, Joint Secretary, Sports and Youth Services Department, Government of Odisha. Email ID: tender.dsys@odisha.gov.in
13	Tender Documents on Website	https://tendersodisha.gov.in/
14	Method of Selection	Quality and Cost Based System (QCBS) (70:30)
15	Bid Validity Period	180 days

2. Disclaimer

1. This Request for Proposal (“RFP”) is neither an agreement nor an offer by Sports and Youth Services Department, Government of Odisha to the prospective bidders or any third party. The purpose of this RFP is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this RFP.
2. This RFP includes statements, which reflect various assumptions and assessments arrived at by Sports and Youth Services Department, Government of Odisha. Such assumptions, assessments and statements do not purport to contain all the information that a party may require. This RFP may not be appropriate for all persons, and it is not possible for Sports and Youth Services Department, Government of Odisha to consider the particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document may not be complete, accurate, adequate or correct. Each bidder must, therefore, conduct its own investigations and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Sports and Youth Services Department, Government of Odisha accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. Sports and Youth Services Department, Government of Odisha, its employees and their agencies make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this RFP, or any matter deemed to form part of this RFP, or arising in any way in relation to this RFP process.
5. Neither Sports and Youth Services Department, Government of Odisha nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP. Sports and Youth Services Department, Government of

Odisha also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

6. The bidder should confirm that the RFP document downloaded by them is complete in all respects, including all annexures and attachments, if any. In the event the document or any part thereof is missing, the Bidder shall notify Sports and Youth Services Department, Government of Odisha immediately at the following address:

Sports and Youth Services Department, Government of
Odisha, Kalinga Stadium, Nayapalli, Bhubaneswar,
Odisha - 751012 Email: tender.dsys@odisha.gov.in

7. If no intimation is received within the last date for submission of Pre-Proposal queries, it shall be considered that the RFP Documents received by the Bidder is complete in all respects and that the bidder is fully satisfied with the RFP Documents.
8. No extension of time shall be granted to any Bidder for submission of its Proposal on the ground that the Bidder did not obtain the complete set of the RFP document.
9. This RFP and the information contained herein are strictly confidential and privileged and are for the exclusive use of the bidder to whom it is issued. This RFP shall not be copied or distributed by the recipient to third parties (other than, to the extent required by applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this RFP). In the event after the issue of the RFP, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this RFP and the information contained herein shall be always kept confidential by such party and its professional advisors.
10. Sports and Youth Services Department, Government of Odisha may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in the RFP documents at any time during the RFP process. Agencies are expected to keep track of the same on the portal.
11. The bidders or any third party may not object to such changes/modifications/ additions/ alterations as provided in Clause 10 above, explicitly or implicitly. Any such objection by the bidder shall make the bidder's bid liable for rejection by Sports and Youth Services Department, Government of Odisha. Further objection by any third party shall be

construed as infringement on confidentiality and privileged rights of Sports and Youth Services Department, Government of Odisha with respect to this RFP.

12. Sports and Youth Services Department, Government of Odisha reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the proposals at any stage of the RFP process without assigning any reasons. The decision of Sports and Youth Services Department, Government of Odisha shall be final and binding in this regard.
13. Bidders shall not make any public announcements with respect to the RFP process or the RFP document. Public announcements, if any, are to be made with respect to the RFP process or this RFP shall be made exclusively by Sports and Youth Services Department, Government of Odisha. Any breach by a bidder in this regard shall be deemed to be in non-compliance with the terms and conditions of this RFP and shall render the proposal liable for rejection. Sports and Youth Services Department, Government of Odisha's decision in this regard shall be final and binding on the bidder.
14. By responding to the RFP, the Bidder shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the RFP. The Bidder hereby expressly waives any and all claims in respect thereof.
15. The bid is not transferable.

3. Abbreviations

BG	Bank Guarantee
DSYS	Sports and Youth Services Department, Government of Odisha
EMD	Earnest Money Deposit
FY	Financial Year
GST	Goods and Services Tax
GSTIN	GST Identification Number
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee/ legal tender currency of India
IT	Income Tax
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LOA	Letter of Award
NEFT	National Electronic Funds Transfer
RFP	Request for Proposal
PAN	Permanent Account Number
RTGS	Real Time Gross Settlement

4. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

1. **“Applicable Laws”** means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgements/orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either Sports and Youth Services Department, Government of Odisha or to the Bidders;
2. **“Authorized Signatory”** means the designated person of the agency authorized to represent the agency in all matters pertaining to its Proposal. The designated person should hold the Power of Attorney duly authorizing him/ her to perform all tasks including but not limited to sign and submit the Proposal to participate in all stages of the RFP Process, to conduct correspondence for and on behalf of the agency, and to execute any document required to give effect to the outcome of the RFP Process;
3. **“Bid” or “Proposal”** means the documents submitted by a Bidder pursuant to this RFP, including the Technical Bid along with any additional information/clarifications required/ sought by Sports and Youth Services Department, Government of Odisha and the Financial Bid, submitted strictly in the formats provided by Sports and Youth Services Department, Government of Odisha. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by Sports and Youth Services Department, Government of Odisha;
4. **“Bidder” or “bidder” or “Agency” or “agency”** designates an Agency which has made a proposal, a tender or a bid with the aim of concluding a Service Order/ Agreement with Sports and Youth Services Department, Government of Odisha;
5. **“RFP Process” or “Bidding Process”** means the process governing the submission and evaluation of the Bids as set out in the RFP itself;
6. **“Bid Due Date”** shall mean the last date for submission of bids, as given in Sl. No. 6 of the Schedule of the RFP. No bids shall be accepted after the Bid Due Date;
7. **“Bid Processing Fee”** shall be the amount the bidder shall pay to Sports and Youth Services Department, Government of Odisha as a non-refundable

amount ("Bid Processing Fee"), indicated in the Data Sheet, as part of its Technical Proposal. The mode of payment of the Bid Processing Fee is also indicated in the Data Sheet.

8. **"EMD"** means the amount submitted by a Bidder to Sports and Youth Services Department, Government of Odisha for participating in the Bidding Process, in terms of the below clause.
 - The amount of EMD demanded in the tender shall be deposited by the bidder while submitting the tender in the form demand draft.
 - Any bidder that does not submit the EMD shall be rejected by Sports and Youth Services Department, Government of Odisha, as non-responsive.
 - The EMD will be refunded to the bidders whose offers have not been accepted.
 - EMD of the bidder whose offer is accepted will be kept up till the time, the Bank Guarantee is not received.
 - The EMD shall be valid for 30 days beyond the Bid Validity period.
 - If the bidder withdraws the bid during the validity period of the bid before the commencement of the project, the EMD money will not be refunded.
9. **"Bid Validity Period"** shall initially remain valid and binding on the bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the RFP. Any bid with a shorter validity period shall be rejected by Sports and Youth Services Department, Government of Odisha
10. **"Financial Year"** means the 12-month period from 1st April to 31st March corresponding to the audited annual accounts;
11. **"Letter of Award (LOA)"** means the official written intimation by Sports and Youth Services Department, Government of Odisha notifying the Preferred Bidder/ Service provider that the work has been awarded in its favour as per the terms and conditions mentioned therein;
12. **"Net Worth"** shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
13. **"Request for Proposal" or "RFP" or "RFP Document" or "RFP Paper" or "RFP Documents" or "Bid Documents"** means documents issued by Sports and Youth Services Department, Government of Odisha vide RFP No.: SYS-INFRA-INFRA-0003-2023/17596/SYS Selection of Bidder for Operation and Management of World Cup Village at Rourkela under long term lease agreement. for Sports and Youth Services Department, Government of Odisha and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:
 - a) This RFP document;

- b) Any corrigendum(a)/ addendum(a) and clarification(s) to the RFP Document issued by Sports and Youth Services Department, Government of Odisha subsequent to the issue of the RFP Document will also be considered an integral part of the RFP Document. Any reference to the RFP Document in the Agreement shall include such corrigendum(s)/ addendum(s);
14. **“Pre-Bid Meeting”** means Pre-Proposal meeting to be held as per the schedule indicated in the Schedule of the RFP hereof between Sports and Youth Services Department, Government of Odisha, and the bidders for clearing doubts if any;
15. **“Related Party”** shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
16. **“Turnover”** shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.
17. **“Sports and Youth Services Department, Government of Odisha”** or **“DSYS Government of Odisha”** shall mean the Sports and Youth Services Department, Government of Odisha, having its registered office at Kalinga Stadium, Bhubaneswar. 751012

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the RFP. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and /or in General Clauses Act, 1897.

5. Instructions to Bidders

1. **Cost of Bid:** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Sports and Youth Services Department, Government of Odisha or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and Sports and Youth Services Department, Government of Odisha shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.
3. The bidder shall not make or cause to be made by any alteration, erasure, or obliteration to the text of the RFP document.
4. The bid documents shall be shared with the agencies via the portal and DSYS website. There shall be no sale of hard copies of the bid documents. The Bid Processing Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
5. **Bid Processing Fee:** The bidder shall pay to Sports and Youth Services Department, Government of Odisha a non-refundable amount ("Bid Processing Fee"), indicated in the Data Sheet, as part of its Technical Proposal. The mode of payment of the Bid Processing Fee is also indicated in the Data Sheet.
6. **Consortiums / Joint Ventures (JVs) are NOT allowed.** Proposals from Bidders, applying individually shall be considered for evaluation. Firms applying in consortium / joint venture shall be summarily rejected. Firms/Agencies desirous of participating in this Bid should not have been debarred/blacklisted by any Government agency.

7. Preparation of Bids

1. **Language:** Bids and all accompanying documents shall be in the English language. If any accompanying materials are in other languages, an English Translation shall accompany it. The English version shall prevail in matters of interpretation which is notarised by competent authority.
2. **Form of Bid:** The form of a bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.
3. **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian National Rupee (₹ / Rs.), and payment under this contract will be made in Indian National Rupee (₹ / Rs.)

8. Clarifications by Bidders

1. Bidders requiring any clarification on the RFP document may contact DSYS, Government of Odisha in writing by e-mail/post/courier within such date as specified in the Schedule of Bidding Process.
2. All correspondence for clarifications should be submitted as per the format attached at '**Annexure-A**' to the address mentioned in the data sheet in writing by Mail/ post/courier.
3. DSYS, Government of Odisha shall endeavour to respond to the queries raised or clarifications sought by the Bidders. To be fair to all prospective bidders, the responses to queries shall be uploaded on the e-tender website. However, DSYS, Government of Odisha reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring DSYS, Government of Odisha to respond to any query or to provide any clarification.
4. At any time prior to the Bid Due Date, DSYS, Government of Odisha may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/ Corrigendum/ Clarifications thus issued shall be uploaded on the e- tender website.

9. Pre-Bid Meeting

1. To clarify and discuss issues with respect to the Project and the RFP Document, a pre- bid meeting ("Pre-Bid Meeting") will be held as per the details provided in point 3 of data sheet.
2. Prior to the Pre-Bid meeting, the Bidders may submit a list of queries and proposed suggestions in the word format as per '**Annexure-A**,' if any, to the RFP requirements.

3. Bidders may note that DSYS, Government of Odisha will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified, and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
4. Bidders' representatives attending the Proposal opening shall bring an authorization letter from the Bidder.
5. In case of any change in the schedule of the Pre-Bid Meeting, the same will be communicated to Bidders through the e-tender website.
6. A maximum of two officials/ representatives from each bidder may attend the pre-bid meeting. All costs of the bidder related to attending the pre-bid meeting shall be borne by the bidder. This meeting is to be conducted to clarify and redress all doubts and difficulties of the bidders.
7. Attendance of the bidders at the Pre-Bid Meeting is not mandatory. Sports and Youth Services Department, Government of Odisha will endeavour to respond to all queries received by the scheduled date as per Clause 1 from all bidders, irrespective of attendance of the bidder in the Pre-Bid Meeting.
8. In case of any change in the schedule of the Pre-Bid Meeting, the same will be communicated by Sports and Youth Services Department, Government of Odisha.
9. No interpretation, revision, or other communication from DSYS, Odisha regarding this solicitation is valid unless in writing. Sports and Youth Services Department, Government of Odisha may choose to send to all Bidders whose Proposals are under consideration, in writing, or by any standard electronic means such as Mail or by uploading on the website(s) of responses, including a description of the inquiry but without identifying its source to all the Bidders.

10. Format and Signing of Bid

1. The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorised to sign on behalf of the bidder.
2. The bid shall contain no alternations, omissions, or additions except those to comply with an instruction issued by Sports and Youth Services Department, Government of Odisha or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed by the person signing the bid.
3. The proposal shall be properly bound, indexed, and serially numbered.

11. Submission of Bids

1. The bidder shall submit their offer under two bid-basis. Technical Bid (Online bid). The Financial Bid shall be submitted on the e-tender portal only as per the schedule. The Bids that are submitted beyond the stipulated date and time under any circumstances whatsoever will not be considered.

12. Late and Delayed Bids:

1. Bids must be received no later than the date and time stipulated in the RFP document. DSYS, Government of Odisha may, at its discretion, extend the deadline for submission of bids in which case all rights and DSYS, Government of Odisha and the bidder will be the same.
2. Any bid received by DSYS, Government of Odisha after the deadline for submission of bids, as stipulated above, shall not be considered.

13. Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:

1. made a complete and careful examination of the RFP documents, including the proforma agreement;
2. received all relevant information requested from Sports and Youth Services Department, Government of Odisha;
3. accepted the risk of inadequacy, error or mistake in the information provided in the RFP documents or furnished by or on behalf of Sports and Youth Services Department, Government of Odisha relating to any of the matters related to this RFP or otherwise;
4. satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the RFP documents including the contract (to be signed with Sports and Youth Services Department, Government of Odisha) and performance of all of its obligations thereunder;
5. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Sports and Youth Services Department, Government of Odisha;
6. agreed to be bound by the undertakings provided by it under and in terms; Sports and Youth Services Department, Government of Odisha shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP documents or the bidding process, including any error or mistake therein or in any information or data given by Sports and Youth Services Department, Government of Odisha.

14. Duration of the Contract

1. The period of leasing shall be for a duration of 30 years commencing from the date of the signing of the agreement. Upon completion of the Lease period, the Lessee shall hand over the property on as-is-where-is basis of the Lessor.
2. The lease period can further be extended by another 30 years subject to mutual agreement between DSYS and Lessee. Six months prior to the end of the lease

period (30 years), the Lessee and DSYS may mutually agree to extend the lease period by another 30 years.

3. Any premium amount and rate of biennial escalation which shall be paid by lessee for the additional 30 years to be mutually discussed.

15. Upfront Payment (“Upfront Fee”) and Annual Lease Rental

1. Highest Upfront Payment to the Lessor shall be the financial bid parameter for Award of the Rights of Upgradation, Operation & Maintenance of the Project. Upfront Fee shall be payable to the Lessor by the Lessee. GST shall be paid extra on Upfront Payment by Lessee at applicable rate.
2. The Annual Lease Rental Fee will be 10% of the Upfront Payment, which shall be increased by 10% on compounded basis after every two years
3. The annual lease rental shall be paid as below:
 - a. For the first year: The lease rental shall be paid at the time of signing of the agreement.
 - b. For subsequent years: The lease rental shall be paid within 7 days from the starting date (DD/MM) of the corresponding year of the Agreement.
 - c. GST shall be paid extra by Lessee at applicable rate

16. Opening and Evaluation of Technical Bid

1. Technical Bids will be opened in the presence of the bidders’ representatives who choose to attend at the appointed place and time.
2. The Technical Bid of the bidder would be evaluated as per the evaluation criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, Sports and Youth Services Department, Government of Odisha reserves the right to seek clarification/documents from the bidders if Sports and Youth Services Department, Government of Odisha considers it necessary for proper assessment of the bid.
3. The Technical Bids will be evaluated based on eligibility criteria and only those Bidders whose Technical Proposals get a score of minimum **70 (seventy) marks** or more out of **100 (one hundred)** shall qualify for financial bid opening and shall be ranked from highest to the lowest based on their technical score (St).

17. Opening of Financial Bid and Final Evaluation

1. The Financial Bids of the technically qualified bidders shall be opened in the presence of such bidders’ representatives who choose to attend.
2. The selection of the bidder shall be based on the QCBS method in which weightage of the Technical score shall be 70% and weightage of the Financial score shall be 30%.
3. The highest quoted Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The financial scores of other Proposals will be computed as follows: $Sf = 100 \times \frac{Fm}{F}$ (F = amount of Financial Proposal)

4. Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores as follows : $S = St \times 70\% + Sf \times 30\%$.
5. The Bidder having the highest combined score shall be the Successful Bidder.
6. The Second and third ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked bidder withdraws or refuses to extend validity of the bid or fails to comply with the requirements specified in the RFP document.
7. If 2 (two) or more Bidders are ranked the Preferred Bidder, then DSYS, in its sole discretion, may take any measures as it deems fit.
8. Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the contract. In such an event, Sports and Youth Services Department, Government of Odisha reserves the right to,
 - a. invite the second-ranked bidder and negotiate upon the following scenario, or
 - b. take any such measure as may be deemed fit in the sole discretion of Sports and Youth Services Department, including annulment of the Bidding Process.

18. Right to accept any Bid and to reject any or all bids

1. Sports and Youth Services Department, Government of Odisha is not bound to accept the highest bid or any bid and may at any time by giving notice in writing terminate the tendering process.
2. Sports and Youth Services Department, Government of Odisha may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/ state government ministry/ department/ institutions/local bodies/ municipalities/ PSUs, etc.
3. Sports and Youth Services Department, Government of Odisha may also terminate the contract/cancel the leasing rights in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

19. Award of Contract

1. After completing the evaluation of the Financial Proposals and identifying the Preferred Bidder, DSYS shall issue the Letter of Award ("LoA") to the Preferred Bidder, indicating its intention for signing of the agreement. The Preferred Bidder shall customarily be the Selected Bidder
2. Sports and Youth Services Department, Government of Odisha will communicate the outcome to the Successful Bidder by mail confirmed by letter transmitted by registered/speed post that its bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which the bidder shall pay to the department as Upfront Fee and shall also specify the annual rental fee which shall be paid by the successful bidder to the department at the rate of 10% of the total upfront fee. The Annual Rental fee shall be compounded by 10 % biennially for the duration of the agreement.
3. Within 7 (seven) days upon issuance of such LoA to the Selected Bidder, the Selected Bidder shall be required to sign and stamp the LoA and send it to Lessor as acknowledgement of the LoA. In the event the duplicate copy of the LoA duly

signed by the selected bidder is not received by the stipulated date, unless it consents to extension of time for submission thereof, the right to signing of the agreement shall be forfeited.

4. An Agreement will be drawn up between DSYS and the Selected Bidder. The Lease- Agreement ("LA" or "Agreement") format shall be provided to the Lessee by Lessor before execution of the same. The selected bidder will enter into the Agreement with the Lessor for the operation, maintenance, upgradation, and management of the property Agreement within 30 (thirty) days of the issuance of the LoA by DSYS. The Lessee shall commence the Services as per the assignment within 7 (seven) days from the date of the signing of the Agreement or such other date as may be mutually agreed.

20. Performance Security

1. The Successful Bidder shall be required to furnish a Performance Security prior to sign the contract (for an amount equivalent to 2 (two) times of the Annual Lease Rental for the first year) in the form of Bank Guarantee from a scheduled Bank in an acceptable form in favor of **Sports and Youth Services Department, Government of Odisha,' payable at Bhubaneswar**. The Performance Security shall be valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended, further, the validity and value of Performance Security shall also be modified by the Successful Bidder accordingly. The format for BG for Bid Security is provided at **Annexure - VIII**
2. Failure of the Successful Bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the award and other actions as deemed necessary.

6. Eligibility Criteria

Bidders must carefully read the conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following Minimum Eligibility Criteria:

Criteria	Requirements	Documentary Evidence
Legal Entity	For the purpose of invitation for this RFP document, a Business Entity shall mean a company registered in India under the Companies Act, 1956 or 2013 or a Partnership Firm registered under the Limited Liability Partnership Act of 2008.	Certificate of Registration/ Incorporation (s)
Experience	The agency should have a track record of providing relevant services related to owning/ Managing on lease for a minimum of 5 years as on 1 st April 2023.	Certificate of Registration/ Incorporation (s)./ Work Order/LOA (Contract Value & Scope of Work to be mentioned & Completion Certificate/Certificate from Statutory auditor.
Financial Capacity	The bidder should have a minimum average annual turnover of ₹ 100 crores over any three of the previous five financial years upto year ending FY 2022-23	Certificate from statutory auditor/audited financial statements for previous five financial years.
Bidder Experience	The Bidder should have a minimum experience of owning/ managing a 3-star property having at least 100 keys.	Work Order/LOA (Contract Value & Scope of Work to be mentioned & Completion Certificate/Certificate from Statutory auditor.
Blacklisting	Should not have been blacklisted by central govt, state govt, any of its public sector undertaking, or any agencies.	Affidavit to be submitted.

Other Criteria	The Bidder should have valid PAN and GSTIN registration.	Copy of PAN Copy of GST registration certificate
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7. Evaluation Criteria

Sl. No	Criteria	Max Marks	Document/Evidence Required
1	<p>Average annual Turnover from Relevant experience: Minimum turnover of ₹ 100 crore over any three of the previous five financial years upto FY 2022-23.</p> <ul style="list-style-type: none"> Rs. 100 Crores to Rs. 150 Crores – 15 marks Each additional Rs 50 Crores – 7.5 marks 	30	Certificate from statutory auditor/audited financial statements for the five previous financial years.
2	<p>Experience of owning/ operating hotel.</p> <ul style="list-style-type: none"> Experience of one minimum 3-star rating property / hotel with 100 rooms: 25 marks Each additional 3-star rating property/hotel : 5 marks Each additional 4 – star rating and above rating property/hotel: 10 marks 	50	Work Order/LOA (Contract value and Scope of work to be mentioned) & Completion Certificate/ Certificate from statutory auditor
3	<p>Technical Presentation</p> <p>Technical Presentation on renovation, upgradation, operation and management of the property</p>	20	Based on presentation

Note: Technical Proposals should not include any financial details.

8. Terms of Reference

1. Project Background

As part of the FIH Men's Hockey World Cup 2023, DSYS has built a 225-room accommodation complex in the vicinity of the newly constructed Birsu Munda Hockey Stadium. The accommodation center has been appreciated by the international teams who have stayed here for its new age design, build quality, facilities and services.

Post the Hockey World Cup, the facility has been used for the different events such as Pro League and other events for hosting international team, dignitaries and government officials. In this regard, to ensure that the World Cup Village is used optimally, the department wishes to identify a lessee/ bidder which shall manage and operate the complex as per best hospitality standards under the long term lease agreement.

2. Objective

The objective of this RFP is to select a bidder for operation and management of World Cup Village on a long-term lease agreement. DSYS intends to lease out the property on a long-term lease to industry leaders in the field of hospitality for managing and operating the World Cup Village accommodation blocks as a world class hotel.

3. Details of the Property

The details of the property has been provided in Annexure B.

The bidders are encouraged to visit the site. The department shall extend its assistance to the bidder in visiting and viewing the property and understanding the details of the property for a more detailed bid submission. The bidder are suggested to inform the authorities about their visit plan at a minimum of 7 days in advance for the department to make necessary arrangements.

4. Scope of Services

The scope of work with the requirement of different items mentioned below is only indicative and not exhaustive.

4.1 Responsibility of Lessee (hereinafter referred to as “Lessee” or “Operator” or “Bidder”):

1. Lessee shall upgrade, augment, finance, manage, market, operate, maintain, and repair/ refurbish the Property and Project Assets at its own cost and expense in accordance with the provisions of this RFP, standards and specifications, applicable laws, terms of applicable permits and good industry practices.

2. In case of any upgradation or augmentation of the property, the design shall be required to be approved from DSYS. In no case, any changes in design, layout or structure shall be made without the approval of DSYS. No changes to design, layout or structure impacting the structural stability and core structure shall be allowed.
3. Lessee shall obtain and maintain all applicable permits, in conformity with the applicable laws and in compliance therewith.
4. The Lessee shall provide rooms to the State government upon prior intimation at a mutually agreed rate for hosting events and managing any exigencies.
5. Lessee shall maintain the property during the entire lease period subject to industry standards.
6. Lessee shall provide to the Lessor reports on a regular basis during the Lease Period on the refurbishment, renovations, addition of assets carried out, and always provide the Lessor such information, data and documents that the Lessor may reasonably require. DSYS may undertake physical inspections of the leased properties as and when deemed necessary. The lessee shall always co-operate with DSYS officials/ appointed agency for the same.
7. Lessee shall pay, in a timely manner, all taxes, duties, levies and other charges in respect of the operation of the Property and its business, including but not limited to income tax, Goods and Services Tax (GST), excise duty, customs duty that may be levied, claimed, or demanded from time to time by any Government Authority including any increase therein effected from time to time from any Government Authority, in respect of the Project. Lessee shall furnish relevant clearance certificates/ proof of payment annually to DSYS in this regard.
8. Lessee shall pay all charges, taxes, fines, late fees, and other outgoings in relation to the use of utilities and services by the Lessee or its Contractors and agents during the implementation and operation of the Project such as water supply, sewage, disposal, fuel, garbage collection and disposal, electric power, gas, telephone, and other utilities and ensure avoidance of any disruption thereof due to disconnection or withdrawal of the facility.
9. Lessee shall promptly remove all surplus construction machinery and materials, waste materials (including, without limitation, hazardous materials and e-waste, all types of solid and liquid waste etc.), garbage and other debris from the Property and keep the Property in a neat and clean condition and in conformity with the applicable laws, applicable permits and in accordance with good industry practices.

10. Lessee shall be liable for all hazardous, dangerous, and other goods, materials, creatures, and substances brought, kept, stored, or handled at the Property
11. Lessee shall maintain requisite insurance of the property wherein both the parties can be beneficiary in accordance with the investment. Lessee shall ensure that there is no damage or loss to Property, Project Assets, and developed project facilities like sanitation, sewage treatment plant and disposal, drainage, solid and hazardous waste disposal, effluent treatment plant and disposal and other utilities and facilities (hereinafter referred to as "Project Facilities").
12. Lessee shall provide or arrange, at its cost during the Lease Period, power, electricity, water, sanitation, sewage treatment and disposal, drainage, solid and hazardous waste disposal, effluent treatment and disposal and other utilities and facilities required from time to time in respect of the implementation, operation and maintenance of the Project and comply to the requirements relating thereto under the applicable laws, applicable permits, and good industry practices.
13. Lessee shall arrange, procure, and provide, at its cost, all the infrastructure facilities, services and requirements, all goods, materials, consumables, and other requisites necessary for the implementation, operation, and maintenance of the Property during the Lease Period
14. Lessee shall employ qualified personnel to efficiently operate and manage the Project. Lessee shall make available all necessary financial, managerial, technical, and other resources for effective execution of the Project.
15. Lessee shall ensure maintenance of proper and accurate records, data and accounts relating to the operations of the Project and the revenues earned thereof
16. Lessee shall comply with all applicable laws/ rules including those relating to local building regulations, safety, health, sanitation, environment, labour, and hazardous/ dangerous materials during execution of the Project. Lessee shall follow the building bye laws and regulations of the nearest Urban Area for additional construction/ development in case the Property is in Rural Area. Further, Lessee shall ensure non-violation of all applicable environmental standards and pollution control norms as laid down by Central/ State Pollution Control Board and other Government Agencies.
17. Lessee shall promptly and diligently repair, replace/ restore the Property, Project Assets and Project Facilities or part thereof which may be lost or damaged

4.2 Responsibility of Lessor (hereinafter referred to as "Lessor" or "DSYS"):

1. Department shall ensure that the property is made available to the successful bidder as per the terms of RFP at the earliest.

2. Department is the owner of the property, and shall provide assistance and support to the bidder as and when required as custodian of the project. However, this does not make the department liable in any case for the operation and management of the property.

9. List of Annexures

SL No	Description	Annexure	Submission
1	Format of Pre-Proposal Queries	Annexure-A	Pre-Bid
2	Tender Submission Letter	Annexure-I	Technical Proposal
3	Bidder's Authorization Certificate	Annexure-II	
4	Performa for Affidavit	Annexure-III	
5	Information on Bidder's Organization	Annexure-IV	
6	Format for Financial Capacity	Annexure-V	
7	Power of Attorney	Annexure – VI	Selected Bidder
8	Draft form of contract	Annexure–VII	
9	Form of Bank Guarantee for Performance Security	Annexure-VIII	
11	Financial Proposal	Annexure - IX	Financial Proposal
12	Property Details	Annexure - B	Bid Details

Annexure-A: Format of Pre-Proposal Queries

To

Joint Secretary
Sports & Youth Services
Department, Govt. of Odisha,
Nayapalli, Bhubaneswar - 751012

Sub: Selection of bidder for operation and management of World Cup Village at Rourkela under long term lease agreement.

Ref: RFP No.

Dear

The following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject RFP. These Clarifications are exhaustive.

S.No .	Clause No. and Page reference	RFP text	Quer y
1			
2			
...			

Yours faithfully,

Authorized Signatory

(with Name, Designation, Contact no. and Seal)

Note: On the Letterhead of the Bidder

Annexure-I: Tender Submission Letter

To
Joint Secretary,
Sports and Youth Services Department, Government of
Odisha, Kalinga Stadium, Nayapalli, Bhubaneswar
Odisha – 751012

Sub: RFP for Selection of bidder for operation and management of World Cup Village at Rourkela under long term lease agreement.

Ref: RFP No.

I/ We, the undersigned, offer to provide the above services to Sports and Youth Services Department, Government of Odisha. We are hereby submitting our bid.

I/We, hereby declare that:

- a. We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- b. I/We have read carefully the terms and conditions of the tender document attached hereto and hereby agree to abide by the said terms and conditions.
- c. The bid is unconditional.
- d. I/We undertake that documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- e. We shall make available to Sports and Youth Services Department, Government of Odisha any additional information it may find necessary or require clarifying, supplement or authenticate the Bid.
- f. Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between Sports and Youth Services Department, Government of Odisha and us subject to the modifications, as may be mutually agreed to, between Sports and Youth Services Department, Government of Odisha and us.
- g. We agree to keep this bid valid for acceptance for a period of one hundred eighty (180) days from the date of opening the bid.

We understand that Sports and Youth Services Department, Government of Odisha is not bound to accept any tender that Sports and Youth Services Department, Government of Odisha receives.

Yours faithfully,

Authorised Signatory
(with Name, Designation, Contact no. and Seal)

Note: On the Letterhead of the Bidder

Annexure-II: Bidder's Authorization Certificate

To

Sports and Youth
Services Department,
Government of Odisha,
Kalinga Stadium,
Nayapalli,
Bhubaneswar – 751012

Sub: RFP for Selection of bidder for operation and management of World Cup Village at Rourkela under long term lease agreement.

Ref: RFP No.

Dear..

I/We {Name/Designation} hereby declare/certify that {Name/Designation} is hereby authorised to sign relevant documents on behalf of the company/firm in dealing with tender No _____ dated _____. He/ She is also authorised to attend meetings & submit technical & commercial information/ clarifications as may be required by you while processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Verified Signature:

Seal of the Organisation: -

Date: -

Place: -

Note: Please attach the valid power of attorney in favour of the person signing this authorisation letter

Annexure-III: Proforma for Affidavit

(on non-judicial stamp paper of Rs. 100/-)

I _____Proprietor/Director/Partner of the firm M/s.____do hereby solemnly affirm that our firm M/s._____has never been blacklisted/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last ten years reckoned from the date of invitation of Bid.

.....

.....Name of the Bidder

.....

.....

Signature of the Authorised Signatory

.....

.....

Name of the Authorised Signatory

Place: _____ Date: ____

Annexure-IV: Information on Bidder's Organisation

Sl. No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST Registration No. (Copy of certificate to be submitted)	
6.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____ Date: ____

- Note:** Please attach all the relevant documents like Power of Attorney, Certificate of Incorporation, GST IN, TAN, PAN

Annexure-V: Format for Financial Capacity

Financial Year	Annual Turnover from Event Management Services
2018-19	
2019-20	
2020-21	
2021-22	
2022-23	

Note: All figures quoted above shall be substantiated by attaching the copy of Audited Annual Reports and a certificate from the statutory auditor of the company.

Annexure-VI: Power of Attorney

(To be executed on INR 100 non judicial stamp paper and to be duly notarized)

Know all men by these presents, We,(Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms

..... son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Selection of bidder for operation and management of World Cup Village at Rourkela under long term lease agreement. Project proposed to be developed by the (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative 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 Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAME PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF, 20.....

For

(Signature, name, designation, and address)

Witnesse

s: 1.

2.

Notarise

d

Accepted

(Signature, name, designation, and address of the Attorney)

Notes:

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 executant(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 other documents such as a 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 legalised by the Indian Embassy and notarised 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 legalised by the Indian Embassy if it carries a conforming Apostille certificate

Annexure-VII: Draft Form of Long Term Lease Agreement

Government of Odisha Department of Sports and Youth Services

Lease Agreement of World Cup Village

2023

LEASE AGREEMENT

Between

The Governor of Odisha

And

For World Cup Village at Rourkela

LEASE cum DEVELOPMENT AGREEMENT

This Agreement is entered into on this the _____ day of _____, 2021 at Bhubaneswar.

BETWEEN

The Governor of Odisha; represented through Department of Sports and Youth Services, Government of Odisha, (hereinafter referred to as “**DSYS**”), which term shall unless repugnant to the context include its successors, assignees and legal representatives) of the one Part

AND

_____, a company/ firm duly registered under the Companies Act 2013 [or under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under the LLP Act, 2008 or as a Sole Proprietorship firm] having its registered office at

_____, represented through its authorised representative, _____ (hereinafter referred to as the “**Lessee**” which expression shall unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes) of the other Part.

Introduction

Whereas:

- A. DSYS is a department under Government of Odisha and is engaged in developing and promoting sports and youth activities in the state of Odisha;
- B. DSYS had invited bids for upgrading, operating, maintaining, managing (the “**Project**”) of World Cup Village at Rourkela as specified in RFP No. SYS-INFRA-INFRA-0003-2023/17596/SYS for Operation & Management of World Cup Village of Department of Sports and Youth Services, Odisha and Corrigenda. Pursuant to the evaluation of the bids received, the bid of {name of firm}_____ was selected and accordingly, issued a Letter of Award (hereinafter called the “LoA”) and attached in Schedule I – Letter of Award, requesting the selected Bidder to

ensure the execution of this Agreement within 30 (Thirty) days of the date of issue of the LoA, which the Selected Bidder has acknowledged;

- C. This Agreement is executed to transfer the rights on the assets delineated in Schedule II – Project Assets of this Agreement and assigns the Lessee its rights and obligations with regard to the Project and has agreed to enter into this Agreement with the Lessee, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE in consideration of the foregoing and respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged and intending to be legally bound hereby, the Parties agree as follows, namely

1. Definitions and interpretations

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed / assigned to them hereunder:

- 1.1.1. **“Agreement”** refers to this Lease Agreement and the provisions included in this Agreement including amendments thereto;
- 1.1.2. **“Annual Lease Rental”** shall mean the annual rental payable to DSYS as defined in clause 1.19.5 of this Agreement;
- 1.1.3. **“Applicable Law”** shall mean all statutes, laws, ordinance, in force and effect as on date hereof and which maybe promulgated or brought into force and effect hereinafter in India by the Government of India (GoI) or Government of Odisha (GoO or State Government) or any other government authority having jurisdiction over the matter in question including regulations and rules, directives, guidelines, policy made there under, and all judgements, orders, decrees, injunctions, writs and orders of any court or judicial body, as may be in force and effect during the subsistence of this Agreement or thereafter and applicable to the Project/ the Lessee in relation to the Project;
- 1.1.4. **“Appointed Date”** is the date from which the obligations of the Parties in this Agreement shall commence;
- 1.1.5. **“Applicable Permits”** means all notifications, clearances, permits, authorizations, licenses, consents, permissions, rulings, exemption, approvals or any other permit of whatsoever nature which is required to be obtained and maintained by the Lessee under or pursuant to Applicable Law, or any registration or filing with, any authority under Applicable Law for or in respect of this Agreement including for performance of any obligation or exercise of any right by a Party, in connection with the Project during the subsistence of this

Agreement;

- 1.1.6. **“Bid”** means the documents in their entirety in the bid submitted by the Selected Bidder in response to the Bidding notice issued by DSYS for the Project;
- 1.1.7. **“Bid Security”** means Bid Security applicable for this Project.
- 1.1.8. **“Bidding Documents”** means the Request for Proposal (RFP No. SYS-INFRA-INFRA-0003-2023/17596/SYS, dt.18.07.2020) for Leasing, Upgradation, Operation & Management of Sports and Youth Services Properties of Department of Sports and Youth Services, Odisha), all the Appendices, Corrigenda and Addenda thereof issued by DSYS as part of the Bidding Process for this Project;
- 1.1.9. **“Business Day”** means a day, except Saturdays, Sundays and government holidays, on which banks are generally open for business in Bhubaneswar, Odisha;
- 1.1.10. **“Clearance”** means the written consent, licence, approval, permit, rulings, exemption, notification, no objection certificate or other authorisation or permission of whatsoever nature which is required to be obtained from any authority, from time, to time in connection with the Project;
- 1.1.11. **“Encumbrance”** means any encumbrance such as mortgage, sub-lease, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include, without limitation, any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amount due on account of taxes, cesses and encroachments on the Project Assets;
- 1.1.12. **“Force Majeure”** shall have the meaning ascribed thereto in Clause 1.46;
- 1.1.13. **“GoI”** means the Government of India and any of its duly authorised agency, authority, department, inspectorate, ministry or person (whether autonomous or not);
- 1.1.14. **“GoO”** means the Government of Odisha and any of its duly authorised agency, authority, department, inspectorate, ministry or person (whether autonomous or not) under the lawful and effective control and direction of GoO;
- 1.1.15. **“Good Industry Practice”** means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them for a project similar to that of this Project;
- 1.1.16. **“Lease Period”** shall have the meaning ascribed under Clause 1.6.1 of this Agreement
- 1.1.17. **“LoA”** means the Letter of Award issued to the Lessee by DSYS;
- 1.1.18. **“Material Adverse Effect”** means material adverse effect on (a) the

ability of the Selected Bidder to exercise/ perform / discharge any of its duties/ obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;

- 1.1.19. **"Material Breach"** means a breach by either Party of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project and which it shall have failed to cure within the Consultation Period;
- 1.1.20. **"O&M"** means the Operation and Maintenance of the Project during the Lease Period and includes but is not limited to functions of operation, maintenance and performance of other services incidental thereto;
- 1.1.21. **"Parties"** mean the parties to this Agreement collectively and "Party" means any of the Parties to this Agreement individually;
- 1.1.22. **"Performance Security"** shall have the meanings ascribed thereto;
- 1.1.23. **"Project"** means upgradation, augmentation, operation and maintenance of World Cup Village at Rourkela, sharing & transferring of the Project Assets and Project Facilities as per the provisions of this Agreement;
- 1.1.24. **"Project Agreement"** means any agreement other than this Agreement which the Lessee enters into with any third-party in relation to this Project;
- 1.1.25. **"Project Assets"** means the assets leased to the Lessee by DSYS in accordance with the provisions of the Agreement– Project Assets of this Agreement;
- 1.1.26. **"Rs." or "Rupees"** or "INR" refers to the lawful currency of the Republic of India;
- 1.1.27. **"SBI PLR"** means the prime lending rate per annum for loans with 1 (one) year maturity as fixed, from time to time by State Bank of India, and in the absence of such rate, the average of the prime lending rates for loans with 1 (one) year maturity fixed by Bank of India and Bank of Baroda and failing that any other arrangement that substitutes such prime lending rate as mutually agreed between the Parties;
- 1.1.28. **"Tax or Taxes"** shall mean and include all taxes, duties, cess, levies that may be payable by the Lessee under Applicable Law;
- 1.1.29. **"Termination"** means termination of this Agreement hereunder pursuant to the delivery or deemed delivery of a Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include the expiry of this Agreement in the normal course;
- 1.1.30. **"Termination Date"** means the date on which Termination Notice has been delivered or deemed to have been delivered by a Party issuing the same to the other Party in accordance with the provisions of this Agreement;
- 1.1.31. **"Termination Notice"** means a communication in writing by a Party to the other Party seeking Termination in accordance with the applicable provisions of this Agreement;

- 1.1.32. **“Termination Payment”** means the amounts payable by a Party to the other Party under this Agreement upon the Termination of this Agreement
- 1.1.33. **“Transfer Date”** means date on which this Agreement and the Lease hereunder expires pursuant to the provisions of this Agreement or is terminated, whichever is earlier.

1.2 Interpretations

In this Agreement, unless the context otherwise requires: -

- 1.2.1. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to or is capable of being applied to any transaction entered into hereunder;
- 1.2.2. references to laws of Odisha, laws of India or Indian law or regulations having the force of law shall include the laws, Acts, Ordinances, Rules, Regulations, Bye-laws or notifications which have the force of law in the territory of India and as from time to time, may be amended, modified, supplemented, extended or re-enacted;
- 1.2.3. reference to a “person” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- 1.2.4. reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
- 1.2.5. the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement;
- 1.2.6. the words importing singular shall include plural and vice versa;
- 1.2.7. terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed hereto and the terms and words defined in the Clauses/Articles/Schedules and used therein shall have the meaning ascribed in the Clauses/Articles/Schedules; and the words beginning with capital letters but not defined in this Agreement shall have the meaning ascribed to it in the Bidding Documents;
- 1.2.8. the words “include” and “including” are to be construed without limitation and shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- 1.2.9. any reference to any period of time shall mean a reference to that according to Indian Standard Time; any reference to ‘day’ shall mean calendar day;
- 1.2.10. reference to a “business day” shall be construed as a reference to a day (other than Sunday) on which banks in Bhubaneswar are generally open

- for business;
- 1.2.11. any reference to month shall mean calendar month as per the Gregorian calendar;
- 1.2.12. the Schedules to this Agreement and any amendment(s) thereto, form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement and in the event of any conflict between any provision of an Article/Clause of this Agreement and any provision of a Schedule to this Agreement, provision of the Clause shall prevail;
- 1.2.13. any reference at any time to any agreement, deed, instrument, lease or document of any description shall be construed as reference to that agreement, deed, instrument, lease or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this sub-clause shall not operate so as to increase liabilities or obligations of DSYS hereunder or pursuant hereto in any manner whatsoever;
- 1.2.14. references to Recitals, Articles, Clauses, Sub-Clauses, Paragraphs in this Agreement shall, except where the context otherwise requires, be deemed to be references to Recitals, Articles, Clauses, Sub-Clauses, Paragraphs, and of or to this Agreement;
- 1.2.15. any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party, as the case may be, in this behalf and not otherwise;
- 1.2.16. any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- 1.2.17. the damages payable by either Party to the other as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (‘the Damages’);
- 1.2.18. reference to any gender shall include the other and the neutral gender;
- 1.2.19. “Lakh” means a hundred thousand (100,000) and “Crore” means ten million (10,000,000);
- 1.2.20. “indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.21. references to the “winding-up”, “dissolution” “insolvency” or “reorganisation” of a company or corporation shall be construed so as to include and equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including

the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;

- 1.2.22. any documentation required to be provided or furnished by the Lessee to DSYS shall be provided free of cost and in three copies and if DSYS is required to return any such documentation with their comments and/or approval, then it shall be entitled to retain two copies thereof;
- 1.2.23. the rule of construction, if any, that a contract should be interpreted against the parties responsible for drafting and preparation thereof, shall not apply; and
- 1.2.24. any word or expression used in this Agreement shall, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

1.3 Measurements and Arithmetic Calculation

All measurements and calculations shall be in metric system and calculations done up to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 Priority of contracts documents and errors/ discrepancies

1.4.1. This Agreement, and all other agreements forming part of this Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- this Agreement
- Schedules, Annexure and Appendices of this Agreement
- Bidding Documents
- LoA and other communication issued by DSYS to the Selected Bidder/
- Lessee.
- all other documents forming part of this Agreement

The Agreement at (i) above shall prevail over the agreements and documents at (ii) to (v) above.

1.4.2. Subject to clause 1.3, in case of ambiguities or discrepancies within this Agreement the following shall apply:-

- between two or more articles and or clauses of this Agreement, the provisions of the specific article and or clause relevant to the issue under consideration shall prevail over those in other articles or clauses;
- between any value written in numerals and that in words, the higher value shall prevail, whether written in words or numerals.
- between the clauses of this Agreement and the Schedules, the

Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;

1.5. Project Scope

1.5.1. The scope of the Project (the “Project Scope”) during the Lease Period shall mean and include but not be limited to:-

- up-gradation, augmentation, operation, maintenance, management, and transfer of the Project Assets
- Schedule II – Project Assets & Project Facilities in accordance with the provisions of the Agreement
- Performance and fulfilment of all other obligations of the Lessee in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all the obligations of the Lessee under this Agreement; and
- Any variation in the Project Scope subsequent to the date of this Agreement which shall be subject to Applicable Law and /or mutual agreement of the Parties.

1.6 Grant of Rights

1.6.1 Rights –

1.6.1.1 The Project Assets shall be the registered property of DSYS and the Lessee shall during the tenure of the lease maintain and operate the facility as per industry standard practices. The lessee shall use the Project Assets and Project Facilities only for project purposes

1.6.1.2 Subject to and in accordance with the provisions of this Agreement, Applicable Law and Applicable Permits, DSYS hereby grants to the Lessee, for the Project Assets, the exclusive right and lease during the subsistence of this Agreement to upgrade, operate and maintain and manage the Project [the “Lease Right”] for the entire duration of the Lease Period or until the earlier termination of the Agreement in accordance with the provisions of this Agreement. The Lessee hereby accepts the Lease Agreement and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.

1.6.1.3 Subject to and in accordance with the provisions of this Agreement, Applicable Law and Applicable Permits, the Lease Rights hereby granted shall oblige and/ or entitle (as the case may be) the Lessee to undertake the following:-

- Upgrade, operate and maintain the Project Assets for the purpose of and to the extent conferred by the provisions of this Agreement;
- Demand, collect and appropriate tariff (fee) from users for using the Project Assets and Project Facilities;

- Perform and fulfil all Lessee's obligations under and in accordance with this Agreement;

1.6.1.4 Bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Lessee under this Agreement;

1.6.1.5 Not to assign, transfer or sublet or create any lien or encumbrance on this Agreement, or the Lease hereby granted or on the whole or any part of the Project Assets or Project Facilities nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement

1.6.1.6 Not to use the Project Assets or Project Facilities for any purpose other than the purpose of the Project and purposes incidental or ancillary to, as permitted under this Agreement.

1.7 Term, reversion and re-entry

1.7.1 Lease Period -

Total period of lease shall be of 30 years from the Appointed Date ("Lease Period"), subject to the condition that the Lessee shall qualify all the following parameters.

- Operation and Maintenance of the property as per industry standards.
- Use of the property for purposes as defined in this agreement.
- Timely payment of Annual Lease Rental

1.7.2 Six months prior to the end of the Lease Period (30 years), the Lessee and DSYS may mutually agree to extend the lease period by another 30 years. The escalation in the premium amount and the annual rental fee shall be negotiated for the additional lease period.

1.7.3 In the event that the Lessee and DSYS are not able to arrive at mutually agreeable terms & conditions for the renewal of the Lease Period, then DSYS shall have the right to invite fresh bids from interested parties to operate and manage the Project Assets.

1.7.4 The Lessee shall have the first right of refusal, i.e. the right to match the highest financial bid received by DSYS, provided DSYS is satisfied with the Lessee with regard to observance of the terms and conditions of this Agreement during the Lease Period.

1.7.5 The Lessee shall pay the Upfront Fee (hereinafter referred to as "Upfront Payment") & Annual Lease Rental as specified in the Agreement.

1.7.6 The Project Assets shall not be used by the Lessee for any purpose other than the purpose specified under this Agreement. The Lessee shall take possession of the Project Assets on "as is" condition.

1.8 Reversion -

1.8.1 On the expiry of the Lease Period or early termination of this Agreement, for any reason whatsoever, the Lessee shall surrender on as is – where is basis to DSYS, the Project Assets and Project Facilities with all assets, fixtures, all

or any singular rights, liberties, privileges, easements and appurtenances belonging to or in any way appurtenant thereto or enjoyed therewith, as constituting the Project Assets, without any encumbrances.

1.9 Conditions Precedent –

- 1.9.1 Save and except as expressly provided the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this clause (the “Conditions Precedent”).
- 1.9.2 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.
- 1.9.3 The date on which both the Parties fulfil the Conditions Precedent, as jointly certified in writing by the authorised representatives of the Parties, shall be the “Appointed Date” whereupon the obligations of the Parties under this Agreement shall commence. The Appointed Date shall necessarily not be more than 3 (three) months from the date of signing the Agreement.

1.10 Conditions Precedent for Both Parties –

1.10.1 Condition Precedent for DSYS –

- 1.10.1.1 The Conditions Precedent required to be satisfied by DSYS prior to the Appointed Date shall be deemed to have been fulfilled when DSYS shall have issued a letter to the Lessee announcing its intent and readiness to hand over the Project Assets for carrying out the Project as per the provisions of this Agreement, subsequent to the Joint Verification and finalisation of Project Assets to be handed over and indicated in Schedule II of this Agreement. The date of the letter shall be the “Handover Date”.

1.11 Conditions Precedent for Lessee –

The Conditions Precedent required to be satisfied by the Lessee prior to the Appointed Date shall be deemed to have been fulfilled when the Lessee shall have

- 1.11.1.1 provided Performance Security to DSYS;
- 1.11.1.2 paid Upfront Payment and Annual Lease Rental for the first year of the Lease Period; met all other requirements under this Agreement;
- 1.11.1.3 procured all necessary applicable permits, unconditionally, and ensured that such applicable permits are in full force and effect;
- 1.11.1.4 The Lessee shall confirm in writing that all representations and warranties of the Lessee set forth in the bid by the Selected Bidder and this Agreement are true and correct as on the date of execution of this Agreement and as on the Appointed Date.
- 1.11.1.5 Provided that upon request in writing by the Lessee, DSYS may, in its discretion, waive any of the Conditions Precedent

1.12 Financial Closure:

- 1.12.1 The Lessee hereby agrees and undertakes that it shall achieve Financial Closure & execute Financing Documents & deliver to DSYS three copies thereof attested by a Director or the Authorized Signatory of the Lessee by the Appointed Date, and in the event of delay it shall be entitled to a further period not exceeding 90 (ninety) days. In the event of Financial Close not being achieved even within 90 days of Appointed Date, the Lessee shall be entitled to a further period not exceeding 60 days subject to payment of damages to DSYS in a sum of Rs.10,000 (Rs. Ten thousand only) for each day of delay.
- 1.12.2 Provided that the damages specified herein shall be payable every week in advance and the period beyond 90 days from Appointed Date shall be granted only to the extent of damages so paid, provided further that no damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by DSYS in satisfaction of the Conditions Precedent specified in this Agreement.
- 1.12.3 The Lessee shall, upon occurrence of Financial Close, notify DSYS forthwith, and provide to DSYS, at least 2 (two) days prior to Financial Close, 3 (three) true copies of the Financing Documents including the Financial Package and the financial model duly attested by a Director or the Authorised Signatory of the Lessee.

1.13 Termination of this Agreement on account of non-fulfilment of Conditions Precedent –

- 1.13.1 In the event of non-fulfilment of Conditions Precedent by the Lessee by the Appointed Date, this Agreement shall be terminated, and DSYS shall retain the Performance Security, as damages.
- 1.13.2 In the event this Agreement is terminated due to non-fulfilment of DSYS's Conditions Precedent by the Appointed Date, the Lessee may terminate this Agreement, in accordance with the provisions of this Agreement and require DSYS to return / refund in full the Performance Security paid by the Lessee, along with the Upfront Payment and Annual Lease Rental, if any paid by the Lessee, till the date of Termination.
- (i) Provided there are no outstanding claims of DSYS on the Lessee.
 - (ii) Provided further that, instead of this Agreement being terminated, the Parties may, by mutual consent, extend the time for fulfilling the Conditions Precedent.

1.14 Termination due to failure to achieve Financial Closure

- 1.14.1 Notwithstanding anything to the contrary contained in this Agreement, in the event that Financial Closure does not occur, for any reason whatsoever, within the period set forth in Clause 1.12.2., all rights, privileges, claims and

entitlements of the Lessee under or arising out of this Agreement shall be deemed to have been waived by and deemed to have ceased with the concurrence of the Lessee, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

- 1.14.2 Upon Termination under Clause 1.14, DSYS shall be entitled to encash the Performance Security and appropriate the proceeds thereof as damages, provided however, if Financial Close has not occurred solely as a result of Lessee being in default of any of its obligations under this Agreement, DSYS shall upon termination, return the Performance Security forthwith.

1.15 Obligations of the Parties

1.15.1 General Obligations of the Lessee

- (i) Subject to and on the terms and conditions of this Agreement, the Lessee shall at its cost and expense implement the Project.
- (ii) The Lessee shall provide rooms to the State government upon prior intimation at a mutually agreed rate for hosting events and managing any exigencies.
- (iii) The up-gradation concept, design and layout for up-gradation are to be developed in consultation with DSYS and as per the provisions of Clauses of this Agreement. However, it shall be ensured that any upgradation plan and design should not in any case impact the structural stability of the building and impact the core structure. Also, approval from DSYS shall be required before making any changes in the design, layout or structure of the building.
- (iv) The Lessee shall comply with the provisions of Applicable Law and procure Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- (v) Subject to Clauses 1.15.1 and (iii), the Lessee shall discharge its obligations in accordance with Good Industry Practice in a reasonable and prudent manner.
- (vi) The Lessee shall operate the Project on the principle of minimal discharge of effluents into the air and water streams / water bodies and ensure the management and disposal of the waste generated by the Project.
- (vii) The Lessee would operate the Project for the Lease Period as per the provisions of this Agreement including the responsibility for the internal furnishing of the Project Assets and the Project Facilities.
- (viii) The Lessee shall maintain the Project Assets handed over by DSYS and the Project Facilities in excellent working condition for the entire Lease Period and bear all costs / expenses for doing the same.
- (ix) The Lessee shall, at all times, operate and maintain the Project Assets in accordance with the provisions of the Agreement, Applicable Law,

Applicable Permits and Good Industry Practice.

- (x) The Lessee shall be responsible for procuring all necessary equipment(s) for the Project as well as for other activities proposed at the Project Site.
- (xi) The Lessee shall be responsible for providing adequate security to the visitors using the Project Facilities and for ensuring that there is no damage or loss to Project Assets or Project Facilities.
- (xii) The Lessee shall be responsible for provision and maintenance of emergency services including ensuring security and safety of the Project Assets;
- (xiii) The Lessee shall be responsible for ensuring that the employees engaged by it, in fulfilment of its obligations under the Lease cum Development Agreement, are at all times properly trained for their functions and that all statutory requirements relating to the employees in the Project are met.
- (xiv) The Lessee ensure the logo & name of Department of Sports and Youth Services, Govt of Odisha has been prominently displayed in the signage, billboard and reception of the property.
- (xv) The Lessee would be permitted to sub-contract / franchise activities related to the Project. In the event of such sub-contracting or franchise agreement with any other agency, a copy of the agreement must be submitted to DSYS, for its records within 30 days of signing of such agreement. However, at all times, the Lessee would be responsible for discharging its obligations under this Agreement with DSYS, without any reference to any other party operating the premises. Sub-leasing of the Project Site / Project Assets / Project Facilities by the Lessee is not permitted.
- (xvi) The Lessee shall be responsible for meeting the following hygiene and quality standards –
 - a. The storage, handling of water, raw materials and cooking etc. will have to be in extreme hygienic conditions;
 - b. The provisions of the Prevention of Food Adulteration Act, 1954, and any law relating to hygiene and quality shall be binding;
 - c. DSYS reserves the right to get the food samples/ raw materials tested at authorised/ certified laboratories at the cost of the Lessee;
 - d. The Lessee shall be duly bound to reveal the source of procurement of raw material for any food-item if asked by DSYS;
 - e. The Lessee shall maintain the Project Site, Project Assets and surrounding areas in proper cleanliness and hygienic conditions at its own cost and shall also be bound to follow such directions of DSYS issued from time to time in this respect; and
 - f. The Lessee shall ensure clearance of all the rubbish and waste

generated by the Project and ensure safe, quick and scientific disposal of all such material and will also coordinate with concerned civic agencies for disposal of garbage even outside the Project Site.

- g. In case the Lessee fails to maintain the applicable hygienic standards as listed in Clause (xv), the Lessee shall pay a penalty of Rs 500/day for the first 10 days and Rs 1000/day subsequently to DSYS till such time the hygienic conditions are met. The penalty will be payable ten days after issue of written notice by DSYS.

(xvi) The Lessee shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement

- a. -make, or cause to be made, necessary applications to relevant Government instrumentalities with such particulars and details, as may be required for obtaining all Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Law;
- b. make such financing arrangements as would be necessary to implement the Project;
- c. procure, as required, appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated in the Project;
- d. make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it in connection with the performance of its obligations under this Agreement;
- e. not do or omit to do any act, deed or thing which may, in any manner, violate any of the provisions of this Agreement;
- f. support, cooperate with and facilitate DSYS in the implementation and operation of the Project in accordance with the provisions of this Agreement;
- g. perform any other activities that may be required for the Project subject to Applicable Laws and Applicable Permits and other conditions of this Agreement;
- h. pay all taxes, charges, surcharges, levies and duties which may be levied by any competent authority with regard to execution of this Agreement and all other Project Agreements;
- i. provide adequate security for protecting the Project Assets and ensuring that there are no damage to or loss of Project Assets;

- j. pay to DSYS / concerned authority all amounts due as per the provisions of this Agreement;
 - k. not assign or create any lien or encumbrance in the Project Assets except as allowed in this Agreement;
 - l. provide to DSYS periodic reports as per the provisions of the Lease-cum-Development Agreement;
 - m. ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions; and
- (xvii) The Lessee shall transfer the Project Assets to DSYS upon termination of this Agreement, in accordance with the provisions of this Agreement.
- (xviii) The Lessee shall provide access to personnel from DSYS and all its representatives, assigns, successors, undertakings and their subsidiaries, for inspecting whether all the provisions of the Agreement are being fulfilled by the Lessee.
- (xix) The Lessee shall not be considered in breach of its obligations under this Agreement if any part of the Project Assets is not available for operation on account of any of the following for the duration thereof:
- a. Force Majeure Event;
 - b. measures taken to ensure the safe use of the Project Assets except when unsafe conditions occurred because of failure of the Lessee to perform its obligations under this Agreement; or
 - c. Compliance with a request from DSYS or directions of any Government Agency, the effect of which is to cease operation of the Project Assets
- (xx) It is expressly agreed that the Lessee shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement shall excuse the Lessee from its obligations or liability hereunder.
- (xxi) Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Lessee shall submit to DSYS a true copy thereof, duly attested by a Director/ Partner/ Proprietor of the Lessee.
- (xxii) The Lessee shall ensure that each of the Project Agreements contain provisions that entitle DSYS to step into such agreement, in its sole discretion, in substitution of the Lessee in the event of termination or suspension of the Project Agreement.
- (xxiii) The Lessee shall use the Project Assets for the sole purpose of this

Project and shall not, except with the previous consent of DSYS, use the Project Assets directly or indirectly for any business other than this Project.

1.15.2 Obligations of Lessee related to Lock-in-Period

- (i) Subject to and according to the terms and conditions set forth in this Agreement, the Lessee agrees to the following lock-in restrictions, namely:-
- (ii) The period commencing from Appointed Date and ending on expiry of 5 (five) years shall be the lock-in-period (the “Lock-in-Period”) during which neither Party shall have the right to terminate the Agreement. Notwithstanding the above, DSYS shall have the exclusive right to terminate this Lease cum Development Agreement within the Lock-in-Period in the event of a breach by the Lessee of the provisions of the Agreement or Applicable Law.

1.15.3 Obligations of DSYS

- (i) DSYS shall provide the Project Site for the duration of the Lease Period along with the Project Assets developed by DSYS at the Project Site. The lists of assets handed over by DSYS are provided in Schedule II – Project Assets
- (ii) DSYS agrees to provide support to the Lessee and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Law, the following –
- (iii) Hand over physical possession of the Project Assets as specified in Clause 1.9.1 free from any encumbrance as per the provisions of this Agreement;
- (iv) Provide all reasonable support and assistance to the Lessee – upon written request from the Lessee, and subject to the Lessee complying with Applicable Law – in procuring Applicable Permits required from any Government instrumentality for implementation and operation of the Project;
- (v) Not do any act, deed or thing which may in any manner violate any of the provisions of this Agreement;
- (vi) Support, cooperate with and facilitate the Lessee in implementation of the Project in accordance with the provisions of this Agreement;
- (vii) Ensure peaceful use of the Project Assets by the Lessee under and in accordance with the provisions of this Agreement without any undue hindrance from DSYS.

1.16 Representations, warranties and covenants

- 1.16.1 Representations and warranties of the Lessee** - The Lessee represents and warrants to DSYS that –

- (i) it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- (ii) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and the obligations under this Agreement will be legally valid, binding and enforceable obligations against the Lessee in accordance with the terms hereof;
- (iii) it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;
- (iv) the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement
- (v) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any Applicable Law or any covenants, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected. There are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (vi) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court of any legally binding order of any Government instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement
- (vii) It has complied with Applicable Law in all material respects and has not been subject to fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement
- (viii) All rights and interests in the Project Assets shall pass to and vest in DSYS on the Transfer Date, free and clear of all encumbrances, without any further act or deed on its part or DSYS, and that none of the Project Assets shall be acquired by it, subject to such agreement under which a security interest or lien or encumbrance is retained by any person, save and except as expressly provided in this Agreement;
- (ix) No representation or warranty by the Lessee contained herein or in any other document furnished to DSYS or to any government agency in relation to Applicable Permits contains or will contain any untrue statement of

material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

- (x) No sums, in cash or kind, have been paid or will be paid, by or on its behalf, to any person by way of fees, commission or otherwise for securing the lease or entering into this Agreement or for influencing or attempting to influence any officer or employee of DSYS in connection therewith.

1.16.2 Representation and warranties of DSYS - DSYS represents and warrants to the Lessee that –

- (i) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations under this Agreement;
- (ii) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
- (iii) it has the financial standing and capacity to perform its obligations under this Agreement;
- (iv) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (v) there are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (vi) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court of any legally binding order of any government instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement;
- (vii) it has complied with Applicable Law in all material respects; and
- (viii) upon the Lessee paying the Upfront Payment, Annual Lease Rental, Performance Security and performing the covenants herein, it shall not at any time during the Lease Period hereof, interfere with the peaceful exercise of the rights and discharge of the obligations by the Lessee, in accordance with this Agreement.

1.16.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either party that renders any of its aforesaid representations or warranties untrue or incorrect, such party shall immediately notify the other party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either party under this Agreement

1.16.4 Disclaimer

- (i) The Lessee acknowledges that prior to the execution of this Agreement, the Lessee has, after a complete and careful examination, made an independent evaluation of the Bidding Documents, and all the information provided by DSYS or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by it in course of performance of its obligations hereunder. Save as provided in Clause 1.16.2, DSYS makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and /or completeness of the information provided by it and the Lessee confirms that it shall have no claim whatsoever against DSYS in this regard.
- (ii) The Lessee further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in the above and hereby acknowledges and agrees that DSYS shall not be liable for the same in any manner whatsoever to the Lessee, constituting members of the Lessee and their associates or any person claiming through or under any of them.

1.17 Performance Security

1.17.1 Performance Security

- (i) The Lessee shall, for due and faithful performance of its obligations during the Lease Period deliver to DSYS, performance security in favour of 'Joint Secretary, DSYS' payable at Bhubaneswar, of an amount of Rs. _____ (Rupees _____ Only)
("Performance Security").
- (ii) The Performance Security shall be provided to DSYS on or before the date of signing of the Agreement.
- (iii) The Performance Security shall be retained till the fulfilment of the contract obligation. The Performance Security shall be released by DSYS within 30 days of the issue of the completion of Handover by the bidder after termination/ expiry of the agreement.

1.17.2 Appropriation of Performance Security

- (i) Upon occurrence of a Lessee Event of Default, DSYS, without prejudice to its other rights and remedies hereunder or in law, is entitled to appropriate relevant amounts from the Performance Security as damages for such Lessee Event of Default. Upon such encashment and appropriation from the Performance Security, the Lessee shall within 1 (one) month thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire

Performance Security, provide a fresh Performance Security as aforesaid, failing which DSYS shall be entitled to terminate this Agreement;

- (ii) Provided that if the Agreement is terminated due to any event other than Lessee Event of Default, the Performance Security, subject to DSYS's right to receive amounts, if any, due from the Lessee under this Agreement, shall be refunded to the Lessee.

1.18 Project Assets

1.18.1 Project Assets: The Project Assets shall comprise the assets described in Schedule II and shall be provided and granted by DSYS to the Lessee under and in accordance with this Agreement.

1.18.2 Lease

- (i) DSYS hereby grants to the Lessee access rights, in accordance with the terms and conditions of the Agreement, in respect of the Project Assets which are described and delineated in
- (ii) Schedule II – Project Assets hereto, on “as is where is” basis, free of all encumbrances, for implementation of the Project, for the duration of the Lease Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.
- (iii) It is expressly agreed that the lease granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by DSYS to terminate the lease, upon the termination of this Agreement for any reason whatsoever.
- (iv) On and after signing this Agreement and until the date of termination / expiry of the Agreement, the Lessee shall maintain round-the-clock vigil over the Project Assets and shall ensure adequate security.

1.18.3 Access to DSYS

The lease and right to the Project Assets granted to the Lessee hereunder shall always be subject to the right of access of DSYS and their employees and agents for inspection and viewing of the Project Assets – for exercise of their rights and enforcement of the obligations of the Lessee under this Agreement.

1.19 Upfront Payments

1.19.1 The upfront consideration in respect of Project Assets (the “Upfront Fee” or “Upfront Payment”) is Rs. _____ (Rupees _____) Only.

1.19.2 DSYS acknowledges the payment of Rs. _____/- (Rupees _____ only) by the Lessee, towards Upfront Payment on _____, 2020 through DD Bearing No. _____ dated _____ of _____ Bank. This payment will be in the form of a demand draft in favour of ‘_____’, drawn on a scheduled bank that is not a Gramin Bank and payable at Bhubaneswar.

1.19.3 GST shall be paid extra by Lessee as applicable rate

1.19.4 The Selected Bidder shall be required to: pay the upfront fee in lumpsum at the time of signing of the Agreement OR

1.19.5 Pay the upfront fee in three equal instalments (upfront fee + applicable interest for 3 years) within three years of signing of the Agreement. The interest rate shall be the 7% per annum. The first instalment shall be deposited on the date of signing the Agreement. The remaining two instalments shall be deposited on or before the starting date (DD/MM) of the corresponding year of the Agreement.

1.19.6 Annual Lease Rental

1.19.7 The annual consideration in respect of the Project Assets over and above the Upfront Payment (the “Annual Lease Rental”) is Rs _____/- (Rupees _____ only) for the first year of the Lease Period.

DSYS acknowledges the payment of Rs. _____/- (Rupees _____ only) by the Lessee, towards the Annual Rental for the first year on _____, 2020 through DD bearing No

_____ dated _____ of

_____ Bank _____. This payment will be in the form of a demand draft in favour of ‘_____’, drawn on a scheduled bank that is not a Gramin Bank and payable at Bhubaneswar.

1.19.8 For the first year, the Annual Lease Rental shall be payable on the date of signing of the Agreement.

1.19.9 The Annual Lease Rental for each subsequent year shall be payable in advance on the anniversary of the Appointed Date. In case the Lessee failed to pay the annual rent within 7 days from the date of anniversary of the Appointed Date, interest @ 18% shall be charged per annum for period

of delay apart from the right to terminate the agreement under this agreement.

- 1.19.10 The Annual Lease Rental for the first year shall be calculated as 10% of the Upfront Payment.
- 1.19.11 The Annual Lease Rental for subsequent years shall be escalated every 2 (two) years by 10% on compounded basis.
- 1.19.12 GST shall be paid extra by Lessee as applicable rate.

1.20. User charges

1.20.1. Collection and appropriation of fee

- 1.20.1.1. The Lessee shall have the sole and exclusive right to demand, collect and appropriate tariff ("Fee") from the tourists ("Users") using the services of the Project Assets and the Project Facilities for the duration of the Lease Period or till the date of termination in accordance with this Agreement
- 1.20.1.2. The Lessee acknowledges and agrees that upon payment of tariff ("Fee"), any User shall be entitled to use the Project Assets and Project Facilities and the Lessee shall not place, or cause to be placed, any restriction on such use, except to the extent specified in the Applicable Law, Applicable Permits or provisions of this Agreement
- 1.20.1.3. Lessee shall honour the bookings/ room reservations done by DSYS for dates after the signing of the Agreement as long as such bookings are done prior to the Appointed Date. The cost for such bookings shall be reimbursed by DSYS to Lessee.

1.21. Insurance Coverage

1.21.1. Insurance during the Lease Period

- 1.21.1.1. The Lessee shall effect and maintain at its own cost, during the Lease Period, all such insurances for such maximum sums as may be required under the Financing Documents, Applicable Law and such insurances as may be necessary or prudent in accordance with Good Industry Practice (the "Insurance Cover"). The Lessee shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on DSYS as a consequence of any act or omission of the Lessee during the Lease Period.
- 1.21.1.2. DSYS will not be held liable for any incidents or accidents during operations of the Project.

1.22. Notice to DSYS

- 1.22.1. The Lessee shall by notice furnish to DSYS, in reasonable detail, information in respect of the insurance that it proposes to avail and maintain, not later than 45 days prior to the commencement of operations. Within 30 (thirty) days of receipt of such notice, DSYS may require the Lessee to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Mechanism under this Agreement shall apply.

1.23. Evidence of Insurance Cover

- 1.23.1. The Lessee shall, from time to time, provide to DSYS copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with this Agreement.

1.24. Application of insurance proceeds

- 1.24.1. All proceeds received under insurance policies except life and injury shall be promptly applied by the Lessee towards repair or renovation or restoration or re-instatement of the Project Assets, Project Facility or any part thereof, which may have been damaged or destroyed and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Documents and Project Agreements.

1.25. Validity of the Insurance Cover

- 1.25.1. The Lessee shall pay the premium payable on such insurance policy (or policies) so as to keep the policy (or policies) in force and valid throughout the Lease Period and furnish copies of the same to DSYS. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 60 days' clear notice of cancellation is given to DSYS in writing. If at any time the Lessee fails to purchase and maintain in full force and effect any or all of the insurances required under this Agreement, DSYS may at its option (but not being obliged to do so) purchase and maintain such insurance and all sums incurred by DSYS thereof shall be reimbursed by the Lessee forthwith on demand together with interest thereon at 2% over SBI Prime Lending Rate per annum, from the date the respective sums were incurred by DSYS. Lessee shall, within 7 (seven) days from the date of receipt of claim in respect thereof settle the amount.

1.26. Waiver of subrogation

- 1.26.1. All insurance policies in respect of the insurance obtained by the Lessee pursuant to this article shall include a waiver of any and all rights of subrogation or recovery of the insurers there under against, inter alia, DSYS and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies or insurance.

1.27. Lessee's waiver

- 1.27.1. The Lessee hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia DSYS and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Lessee may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Lessee pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policy of insurance.

1.28. Force Majeure

- 1.28.1. Force Majeure shall mean an event which cannot be foreseen and is beyond the control of a Party, and not involving a Party's fault or negligence. Such events (Force Majeure Events) may include –
- 1.28.1.1. Civil disorders, riots, war, terrorist attack, cyclones, floods, storms, lightning, earthquakes, washouts, high water, fire, tsunami, power blackout and other acts of God.
- 1.28.1.2. Any judgement or order of any court of competent jurisdiction or statutory authority made against the Lessee in any proceedings for reasons other than (i) failure of the Lessee to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by DSYS;
- 1.28.1.3. Any event or circumstances of a nature analogous to any of the foregoing
- 1.28.1.4. In no event would there be any financial outlay from DSYS or liability of DSYS for a Force Majeure Event.
- 1.28.1.5. The Lessee shall give notice to DSYS of any Force Majeure Event as soon as it is reasonably practicable, but not later than 1 (one) month after the date on which the Lessee knew or should have reasonably known the commencement of the Force Majeure Event. The Lessee should give the following in reasonable detail –
- (i) The nature of such Force Majeure Event and the estimated period;
 - (ii) The nature of and the extent to which, performance of any of its

obligations under this Agreement is affected by the Force Majeure Event;

- (iii) The measures which the Lessee has taken, or proposes to take to alleviate the impact of the Force Majeure Event or mitigate the damage and to resume performance of such of its obligations affected thereby and any other relevant information.

1.28.2. Failure by the Lessee to give notice to DSYS within the time period specified above shall not prevent the Lessee from giving such notice at a later time, provided however that in such case the Lessee shall not be eligible for the remedies for any failure or delay in complying with its obligations under or pursuant to this Agreement until the notice has been given.

1.28.3. The Force Majeure Event shall not absolve the Lessee from the obligation of payments in respect of liabilities incurred prior to the occurrence of the Force Majeure Event.

1.28.4. For as long as the Lessee continues to claim to be affected by a Force Majeure Event, the Lessee shall provide DSYS with regular (and not less than fortnightly) written reports containing the information sought above or any such other information requested by DSYS.

1.29. Remedies for Force Majeure

1.29.1. If the Lessee has, at all times since the occurrence of the Force Majeure Event complied with the obligations of mitigation as provided above and continues to comply with them, then the Lessee shall be entitled to the following relief:

1.29.2. The obligations of the Lessee to the extent they are affected shall be suspended for the period of the Force Majeure Event;

1.30. Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the Dispute Resolution Mechanism of this Agreement;

Provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/ or excuse on account of such Force Majeure Event.

1.31. Lessee Event of Default

The following events shall be considered as events of default on the part of the Lessee;

- i. The Lessee fails to meet the Conditions Precedent as specified in Clause 1.11.2;
- ii. The Performance Security has been encashed and appropriated in accordance with Clause 1.20 and the Lessee fails to replenish or provided fresh Performance Security within the period specified in Clause 1.20;
- iii. Subsequent to the replacement or furnishing of fresh Performance Security in

- accordance with Clause (iii), the Lessee fails to cure within a period of 3 (three) months the Lessee Event of Default for which whole or part of the Performance Security was appropriated;
- iv. The Lessee utilises the property for purposes other than for which it was leased out;
 - v. The Lessee commits any material breach, or is otherwise in violation of any of its obligations / provisions, under this Agreement;
 - vi. The Lessee does not pay any or all applicable taxes, charges, surcharges, levies and duties which may be levied by any competent authority with regard to execution of this Agreement and all other Project Agreements;
 - vii. The Lessee repudiates the Agreement or otherwise expresses an intention not to be bound by this Agreement;
 - viii. The Lessee is in breach of the maintenance requirements in the Agreement;
 - ix. The Lessee has failed to make any payment to DSYS within the period specified in the Agreement including Annual Lease Rental;
 - x. An order is made or a resolution is passed for the liquidation, bankruptcy, dissolution or appointment of a receiver of the Lessee which is not, if capable of being so, discharged or, as the case may be, revoked within 3 (three) months thereafter;
 - xi. The Lessee has created any encumbrance on the Project Assets or Project Facility in favor of any entity save as otherwise expressly permitted under this Agreement;
 - xii. Any assets or share of the Lessee are expropriated, confiscated, compulsorily acquired or nationalized by any Government, authority, entity or agency due to an act or omission of the Lessee or its shareholders;
 - xiii. A breach of any representation or warranty by the Lessee which materially adversely affects the Lessee's ability to perform its obligations under this Agreement;
 - xiv. The Lessee abandons the operations of the Project Facility for more than 15 (fifteen) consecutive days without the prior consent of DSYS.

1.32. Suspension upon Lessee Event of Default

Upon occurrence of a Lessee Event of Default, DSYS shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of termination hereunder, to -

- i. suspend all rights of the Lessee under this Agreement including the Lessee's right to collect tariff, and other revenues pursuant hereto, and
- ii. exercise such rights itself or authorize any other person to exercise the same on its behalf during such suspension. Suspension hereunder shall be effective forthwith upon issue of notice by DSYS to the Lessee and may extend up to a period not exceeding 6 (six) months from the date of issue of such notice.

1.33. DSYS to act on behalf of Lessee

- During the period of suspension, DSYS shall, on behalf of the Lessee, run the Project and collect the Fee, under and in accordance with this Agreement and

DSYS shall be entitled to make use of the revenues collected as above for meeting the costs incurred by it for remedying and rectifying the cause of suspension.

- During the period of suspension hereunder, all liabilities in relation to the Project shall continue to vest with the Lessee and all actions taken, including expenditure incurred by DSYS for discharging the obligations of the Lessee under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Lessee and the Lessee undertakes to indemnify DSYS for all costs incurred during such period.

1.34. Revocation of suspension

- (i) In the event DSYS rectifies or removes the cause of suspension within a period not exceeding 2 (two) months from the date of suspension, DSYS shall revoke the suspension forthwith and restore all rights of the Lessee under this Agreement.
- (ii) In the event the Lessee cures the Lessee Event of Default within a period not exceeding 3 (three) months from the date of suspension, DSYS shall revoke the suspension forthwith and restore all rights of the Lessee under this Agreement.

1.35. Termination

- i. At any time during the period of suspension under this clause, the Lessee may by notice require DSYS to revoke the suspension and issue a termination Notice. DSYS shall within 2 (two) months of receipt of such notice, terminate this Agreement under and in accordance with clause.
- ii. Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 3 (three) months from the date of Suspension hereunder as set forth in this Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a termination Notice had been issued by DSYS upon occurrence of a Lessee Event of Default.

1.36. DSYS Event of Default

The following events shall be considered as events of default on the part of DSYS namely:-

- i. DSYS fails to meet the Conditions Precedent as per Clause 1.9.1; or
- ii. DSYS unlawfully repudiates or expresses an intention not to be bound by the provisions of this Agreement:

- iii. Provided that any of the aforesaid is not caused due to a Lessee Event of Default under this Agreement or due to the occurrence of Force Majeure Events.

1.37. Termination of agreement

1.37.1. Termination by DSYS

DSYS shall be entitled to terminate this Agreement on occurrence of any or all of the Lessee Event of Default.

1.37.2. Termination by Lessee

The Lessee shall be entitled to terminate this Agreement on occurrence of any or all of DSYS Event of Default.

1.37.3. Termination procedure

- (i) Issue of Termination Notice: On the occurrence of any Event of Default, the non-defaulting Party may initiate termination of this Agreement by issuing a termination Notice to the defaulting Party setting out in detail the underlying Event of Default and the estimated payment on termination, including the details of computation thereof. A notice period of 3 (three) months should be provided when issuing the termination Notice.
- (ii) Consultation Period: Following the issue of the termination Notice, and subject to the above clauses, the Parties shall consult for a period of 2 (two) months or for such period as the Parties mutually agree to determine the steps that are proposed to be taken to rectify or remedy the cause of the issue of the termination Notice. During the Consultation Period, both Parties shall continue to perform their respective obligations under this Agreement.
- (iii) Withdrawal of termination Notice: If the defaulting Party rectifies or remedies the default within the Consultation Period to the satisfaction of the non-defaulting Party or suitable steps are taken towards rectification or the Event of Default ceases to exist, the termination Notice shall be withdrawn.
- (iv) Termination: If the defaulting Party does not rectify or remedy the default within the Consultation Period to the satisfaction of the non-defaulting Party, the Agreement shall be terminated on expiry of the Consultation Period.
- (v) In the event of expiry of the Consultation Period as given in Claus3 1.37.3 – (iii), DSYS shall be entitled to issue a notice which shall be deemed to mean an immediate expiry of this Agreement and an immediate transfer of the Project Assets and Project Facility to DSYS.

1.38. Procedure after Termination

DSYS shall, at its discretion, substitute the Lessee by selecting another competent party to assume the rights and obligations of the Lessee as per the provisions of the Agreement, within a period of 3 (three) months of termination or take any other measures. The Lessee shall, upon termination, hand over

the Project Assets and the Project Facility to DSYS within 1 (one) month of termination.

1.39. Compensation on Termination

1.39.1. Termination before Appointed Date

- i. In case the Agreement is terminated due to Lessee Event of Default, DSYS shall not be liable to make any payment to the Lessee.
- ii. In case the Agreement is terminated by the Lessee due to DSYS Event of Default, the Lessee shall be reimbursed the amount advanced to DSYS including Upfront Payment, Annual Lease Rental for first year and Performance Security shall be returned to the Lessee. The Lessee shall not be entitled to any interests on the amount advanced.
- (i) Termination after Appointed Date In case the Agreement is terminated due to Lessee Event of Default, DSYS shall not be liable to make any payment to the Lessee. The Performance Security shall be forfeited and shall be utilised by DSYS to settle any outstanding dues and other claims of DSYS on the Lessee.
- (ii) In case the Agreement is terminated by the Lessee due to DSYS Event of Default, DSYS shall release the Upfront Payment, Performance Security and part of the Annual Lease Rental in proportion to the remaining days of operation in that Agreement year to the Lessee without interest.

1.40. Divestments of rights after Termination

Upon termination, the Lessee shall comply with and conform to the following divestment requirements namely:-

(i) Deliver forthwith the actual, or possession of the Project Assets and Project Facility, on “as is where is” basis after bringing them to a safe condition free and clear of encumbrances;

(ii) Deliver relevant records and reports pertaining to the Project and its operation and maintenance, including all programs and manuals pertaining thereto and maintenance certificates obtained hitherto, as on the date of termination;

(iii) Transfer or deliver all applicable Permits to the extent permissible under Applicable Law;

(iv) Execute such deeds of conveyance, documents and other writings as DSYS may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Lessee in the Project including the right to receive outstanding insurance claims to the extent due and payable to DSYS, absolutely unto DSYS or its nominee;

(v) Comply with all other requirements as may be prescribed or required under Applicable Law, for completing the divestment and assignment of all

rights, title and interest of the Lessee in the Project, free from all encumbrances, absolutely unto DSYS or to its nominee.

(vi) The divestment of all rights, title and interest in the Project shall be deemed to be complete on the date when all of the divestment requirements have been fulfilled, and DSYS shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in II

(vii) Vesting Certificate which will have the effect of constituting evidence of divestment by the Lessee all of its rights, title and interest in the Project, and their vesting in DSYS pursuant hereto.

(viii) It is expressly agreed that any defect or deficiency in the divestment requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by DSYS or its nominee on, or in respect of, the Project on the footing that all divestment requirements have been complied with by the Lessee.

- 1.40.1. The Lessee shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Lessee in the Project in favour of DSYS upon termination, save and except that all stamp duties payable on any deeds or documents executed by the Lessee in connection with such divestment shall be borne by DSYS.
- 1.40.2. The Lessee shall not make any modifications to the Project Assets or Project Facilities which could have an adverse impact on the operations of or on the value of the assets at the Project Facility during the last 5 (five) years of the Lease Period.
- 1.40.3. No demolition of the Project Facility – in part or full – shall be allowed during the last five (5) years of the Lease Period unless specifically approved by DSYS. In the last 5 (five) years of the Lease Period, the Lessee shall not remove or cause removal of any movable assets from the Project Facility without prior permission of DSYS.
- 1.40.4. The Lessee agrees that at least 12 months prior to the expiry by efflux of time of the Lease Period it shall cause to be conducted at its cost by an expert – appointed by both Parties on mutual consent – a condition survey and an inventory of the entire Project Site & Project Facility / Assets. If, as the result of such survey, the expert observes that the Project Facilities have not been operated and maintained in accordance with the requirements of this Agreement (over and above normal wear & tear), the Lessee shall, at its cost & expense, take all necessary steps to ensure that the Project Facilities are in good working condition well before the Transfer Date. In the event the Lessee fails to comply with this provision, DSYS shall itself cause the condition survey and the inventory of the Project Assets & Project Facilities to be conducted and remove any defect or deficiency observed in the survey. DSYS shall be promptly reimbursed by the Lessee for costs incurred in conducting such survey, preparation of inventory and curing of Project Assets & Project Facilities.
- 1.40.5. If the Lessee fails to handover the peaceful possession of the Project

Facility within one month of termination, DSYS shall have the right to charge for illegal use and occupation of the premises, a daily amount equivalent to 2% (two percent) of the Annual Lease Rental payable at the time of termination till such time the premises is vacated by the Lessee.

- 1.40.6. In the event of any dispute relating to the matters covered by this clause, the Dispute Resolution Mechanism of this Agreement shall apply.

1.41. Transfer of Project Assets upon expiry of Lease Period

- 1.41.1. On the expiry of the Lease Period, the Lessee shall hand over to DSYS, free of cost the Project Assets and Project Facility on as is where is basis on the date of expiry of the Lease Period.

1.42. Liability & Indemnity

1.42.1. General Indemnity

- 1.42.1.1. The Lessee shall indemnify, defend and hold DSYS harmless against any and all proceedings, actions and third party claims arising out of a breach by Lessee of any of its obligations under this Agreement except to the extent that any such claim has arisen due to DSYS Event of Default.
- 1.42.1.2. DSYS will, indemnify, defend and hold harmless the Lessee against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of defect in title and/or the rights of DSYS and/or arising of a breach by DSYS, its officers, servants and agents of any obligations of DSYS under this Agreement except to the extent that any such claim has arisen due to Lessee Event of Default.
- 1.42.1.3. Without limiting the generality of this Article, the Lessee shall fully indemnify, hold harmless and defend DSYS including its officers, servants, agents and subsidiaries from and against any and all loss as and damages arising out of or with respect to failure of the Lessee to comply with Applicable Law and Applicable Permits; payments of taxes relating to the Lessee's contractors, suppliers and representatives' income or other taxes required to be paid by the Lessee without reimbursement hereunder; non-payment of amounts due as a result of materials or services furnished to the Lessee or any of its contractors which are payable by the Lessee or any of its contractors;
- 1.42.1.4. Without limiting the generality of the provisions of this Clause, the Lessee shall fully indemnify, hold harmless and defend DSYS from and against any and all damages which DSYS may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any material, information, design or process used by the Lessee or by the Lessee's Contractors in performing the Lessee's obligations or in any way incorporated in or related to the Project. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Lessee shall make every reasonable effort, by giving a satisfactory bond or otherwise, to

secure the suspension of the injunction or restraint order. If, in any such suit claim or proceedings, the Project, or any part, thereof or comprised therein is held to constitute an infringement and its use is permanently enjoined, the Lessee shall promptly make every reasonable effort to secure for DSYS a license, at no cost to DSYS, authorizing continued use of the infringing work. If the Lessee is unable to secure such license within a reasonable time, the Lessee shall, at its own expense and without impairing the specifications and standards either replace the affected work, or part, or process thereof with non-infringing work or parts or process, or modify the same so that it becomes non-infringing.

- 1.42.1.5. In the event that either Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under this Article, it shall notify the other Party ("Indemnifying Party") within 14 (fourteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party - such approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim it may conduct proceedings in the name of the Indemnified Party subject to the Indemnified Party being secured against any cost involved to its reasonable satisfaction.

1.43. Defence of claims

- 1.43.1. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder and their reasonable costs and expenses shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the person indemnified in respect of loss to the full extent provided by this Article, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence. The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure, the loss to be indemnified hereunder to the extent so compromised or settled.
- 1.43.2. If the Indemnifying Party has exercised its rights under this Agreement, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed)
- 1.43.3. If the Indemnifying Party exercises its rights under this Agreement, then the Indemnified Party shall nevertheless have the right to employ its own counsel and such counsel may participate in such action, but the fees and

expenses of such counsel shall be at the expense of such Indemnified Party, when and as incurred, unless -

- a. the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or
- b. the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or
- c. the Indemnifying Party shall not in fact have employed independent counsel reasonably satisfactory to the Indemnified Party to assume the defence of such action and shall have been so notified by the Indemnified Party; or
- d. the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either –
 - that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
 - that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement,

Provided that if sub-clauses (b), (c) or (d) of Clause 1.43.2 shall be applicable, counsel for the Indemnified Party shall have the right to direct the defence of such claim, action, suit or proceeding on behalf of the Indemnified Party and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

1.44. Miscellaneous

1.44.1. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Odisha shall have jurisdiction over matters arising out of or relating to this Agreement.

1.44.2. Assignment and charges

- The Lessee shall not assign this Agreement or its rights, benefits and obligations, to any person, save and with the prior consent in writing of DSYS.
- The Lessee shall not create or permit any encumbrance or otherwise transfer or dispose any or all of its rights and benefits under this Agreement except with the prior consent in writing of DSYS.

1.44.3. Amendments

This Agreement and the Schedules, Annexure and Appendices thereof together with the Bidding Documents and its Schedules, Annexure, Appendices and Addenda and other communication between DSYS and the Lessee constitute a complete and exclusive understanding of the agreement terms between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

1.44.4. Time

Any date or period as set out in any Clause of this Agreement may be extended with the written consent of DSYS failing which time shall be the essence.

1.44.5. Confidentiality

The Lessee, for themselves and their affiliates, agents, sub-contractors, employees, and retained professionals, agree to keep the provisions of this Agreement confidential from third parties and not to make any public announcements or public disclosures or communicate with any news media with respect to the subject matter hereof without the written consent of DSYS;

Provided that such disclosure:

- (a) is required pursuant to any relevant statutory or regulatory requirements or duties

or any relevant terms of the Applicable Law; or (b) relates to information which is already in the public domain, other than as a result of breach of this clause by the Lessee.

1.44.6. No partnership

Nothing contained in this Agreement shall constitute or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

1.44.7. Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, or any liability to, any person not a Party to this Agreement.

1.44.8. Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.44.9. Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

1.44.10. Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Failure to agree upon any such provisions shall not be subject to Dispute Resolution Mechanism under this Agreement or otherwise.

1.44.11. Liability and indemnity

The Lessee will indemnify and hold harmless DSYS and its nominees / successors / assigns against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense arising out of any breach of provisions of the Agreement by the Lessee or on account of any deficiency in provision of services by the Lessee to any User.

1.44.12. Immunity to DSYS

If any accident – pursuant to the utilisation of the Project Assets and the Project Facilities under this Agreement – results in injury or death of any person, including the employees of the Lessee, the Lessee hereby undertakes that all liability, civil and criminal, will be to the account of the Lessee unless it is covered by the Insurance Cover. In addition, the Lessee undertakes that all liability, civil and criminal, will be to the account of the Lessee in case the Project Assets or Project Facilities are utilised for any activities proscribed by Applicable Law. The Lessee holds harmless DSYS and its nominees / successors / assigns against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense arising out of the events mentioned above, either caused on account of any deficiency in provision of services by the Lessee or caused by any third party. In the event of the Lessee not meeting the liabilities resulting from the above, the Performance Security may be utilised in meeting the liabilities resulting from the

above

1.44.13. Dispute Resolution Mechanism

The Parties will attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to this Agreement or the performance of the Agreement (a "Dispute") through negotiations between senior authorized representatives of each Party with authority to settle the relevant dispute. If the Dispute has not been settled through negotiations within 14 days from the date on which either Party has served written notice on the other regarding the Dispute (the "Notice"), or such longer period as may be mutually agreed by the Parties, then the remaining provisions of this clause shall apply.

If the Dispute is not resolved in accordance with the provisions of the clause above, either Party shall be entitled to approach the court to resolve the issue;

While any dispute is pending, both Parties shall, save as otherwise provided herein, continue to perform their respective obligations under this Agreement and shall not, whether by act or omission, impede or otherwise interfere with the endeavors of the defaulting Party to remedy the breach or default to which such Dispute relates.

The legal proceedings shall be held in Bhubaneswar and shall be conducted in English.

Schedule I - Letter of Award

Schedule II – Project Assets
[To be inserted after Joint Verification on Handover Date]

Schedule III
Vesting Certificate

(i) DSYS represented by Joint Secretary DSYS, refers to the Lease, cum Development Agreement dated _____2023 (the “Agreement”) entered into between DSYS and _____(the “Lessee”) for Operation and Management of World Cup Village at Rourkela under long term lease agreement.

(ii) DSYS hereby acknowledges compliance and fulfilment by the Lessee of the Divestment Requirements set forth in the Agreement on the basis that upon issue of this Vesting Certificate, DSYS shall be deemed to have acquired, and all title and interest of the Lessee in or about the Project Assets shall be deemed to have vested unto DSYS, free from any encumbrances, charges and liens whatsoever.

(iii) Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Lessee to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/ or relieving the Lessee in any manner of the same.

Signed this _____ day of _____, 2021 at Bhubaneswar

AGREED, ACCEPTED AND SIGNED, For and on behalf of LESSEE by: (Signature)	SIGNED, SEALED AND DELIVERED For and on behalf of DSYS by: (Signature) Name Director, Department of Sports and Youth Services Government of Odisha
--	---

In witness whereof the parties have signed this deed of Agreement on the date & year mentioned above.

In presence of –

Witness

1. Name :
presence
Address

Signature of the Officer acting in the
for and on behalf of the DSYS

2. Name :
Address
presence

Signature of the Officer acting in the
for and on behalf of _____

Annexure VIII – Performance Bank Guarantee

Form of Bank Guarantee for Performance Security

To

Sports and Youth Services
Department, Government of Odisha,
Govt. of Odisha, Kalinga Stadium,
Nayapalli, Bhubaneswar - 751012

WHEREAS _____[Name and address of the Service Provider] (hereinafter called “the Agency”) has undertaken, in pursuance of Contract No. _____dated _____to provide the services on terms and conditions set forth in this Contract ____[Name of contract and brief description of works] (hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of _____[amount of Guarantee] ____[in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand 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 for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contractor of the services to be performed thereunder or of any of the Contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Agency or of the Bank.

"This guarantee shall also be operatable at ourBranch at , Odisha, from whom, confirmation regarding the issue of this guarantee or extension / renewal

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payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and _____ the _____ guarantee shall remain valid till. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove."

Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____).

This bank guarantee shall be valid up to _____.

We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us, a written claim or demand on or before _____.

Signature and Seal of the Guarantor _____

In the presence of Name and Designation

1 _____ (Name, Signature & Occupation)

Name of the Bank Address

2 _____ (Name & Occupation)

Date

Annexure IX: Format for Financial Proposal

<Letter head of the Bidder>

<Letter No. _____ Date: _____>

Bid No: _____

To
Joint Secretary,
Sports and Youth Services Department, Government of
Odisha, Kalinga Stadium, Nayapalli, Bhubaneswar
Odisha – 751012

Sub: Financial Proposal for “ RFP for Selection of Bidder for operation and management of World Cup Village at Rourkela under long term lease agreement”

Sir,

With reference to the subject RFP document dated _/ we have examined the Bidding documents and understood their contents,

I/ We offer to upgrade, operate, maintain and manage the property at _____ in accordance with the stipulated terms and conditions and other particulars therein as defined in the RFP.

I/ We hereby agree to pay the following as Upfront fee for the “ World Cup Village” for a lease period of 30 years. I/ We also hereby agree to pay Annual Rental Fee at the rate of 10% of Upfront fee , which shall be increased by 10% biennially (after every 2 year).

Upfront Fee (in INR):

Upfront Fee (in Words):

Note: The above amount is exclusive of GST. GST shall be paid separately, as applicable.

I / we understand that DSYS is not bound to accept the highest or any Financial Bid(s) received. I/ we agree that my/ our Financial Bid shall remain valid for a period as mentioned in this RFP from the Bid Due Date prescribed for submission of Proposal. I / we confirm that our Financial Bid is unconditional and that we accept all terms and conditions specified in the RFP. I / we agree to be bound by this offer if we are the Selected Bidder for the aforementioned Project. There will be no grant, positive or negative from DSYS.

Yours faithfully,

Authorised Signatory

(with Name, Designation, Contact no. and Seal)

Annexure B : Property Details

ENTRANCE/ ADMIN BLOCK					
GROUND FLOOR					
Sl. No.	Description	Dimensions in Metre	Area Per Room in Sq. M	No's	Total Area in Sq. M
1	INDOOR GAMES	9.456X11.745	111.002	1	111.002
2	COFFEE SHOP	10.5X11.745	101.454	1	101.454
3	SHOP	5.135X4.24	21.772	1	21.772
4	RECEPTION LOBBY & CORRIDOR		300.832	1	300.832
5	MEDICAL ROOM	4.13X3.334	16.24	1	16.24
6	TOILET (MEDICAL ROOM)	2.4X1.35	3.241	1	3.241
7	ELECTRICAL ROOM	4.2X3.783	15.429	1	15.429
8	ADMIN OFFICE	4.463X8.814	54.241	1	54.241
9	TOILET (ADMIN OFFICE)		4.642	1	4.642
10	VERANDAH		36.292	1	36.292
11	TT ROOM		46.432	1	46.432
12	MEETING ROOM	5.815X8.814	51.25	1	51.25
13	COMMON TOILET	5.971X3.076	26.619	1	26.619
		2.17X4.691			
14	PH TOILET	2.35X2.511	5.7	1	5.7

DINING BLOCK					
GROUND FLOOR					
Sl. No.	Description	Dimensions in Metre	Area Per Room in Sq. M	No's	Total Area in Sq. M
1	GYM AREA	28.68X15.0	430.199	1	430.199
2	DINING AREA	18.15X10.366	188.778	1	188.778
3	KITCHEN AREA	12.865X10.366	131.311	1	131.311
4	DISH WASH AREA	2.65X4.719	12.631	1	12.631
5	LOBBY AREA(2 NOS)		89.873	1	89.873
6	STORE	5.1X4.29	20.974	1	20.974
7	COMMON TOILET (3NOS)		75.366	1	75.366
8	VERANDAH	4.643X4.821	22.548	1	22.548
9	JANITOR ROOM	2.065X2.25	4.646	1	4.646
10	ELECTRICAL ROOM	3.02X5.417	16.072	1	16.072
FIRST FLOOR					
Sl. No.	Description	Dimensions	Area Per Room in Sq. M	No's	Total Area in Sq. M
1	DINING AREA	18.15X10.388	184.149	1	184.149
2	KITCHEN AREA	10.415X10.598 15.325X15.004	338.947	1	338.947
3	BANQUET AREA	13.127X15	197.036	1	197.036
4	ELECTRICAL ROOM	3.02X2.73	7.27	1	7.27
5	LOBBY AREA(2 NOS)		89.873	1	89.873
6	STORE	5.1X4.29	20.974	1	20.974
7	COMMON TOILET (4NOS)		118.209	1	118.209
8	JANITOR ROOM	2.065X2.25	4.646	1	4.646

2.

Players' Accommodation Block - 1					
GROUND FLOOR					
Sl. No.	Description	Dimensions	Area Per Room in Sq. M	No's	Total Area in Sq. M
1	TWIN ROOM	3.910X4.37	22.213	31	688.603
		1.67X2.93			
2	TOILET (TWIN ROOM)	2.125X2.815	5.368	31	166.408
3	MEETING ROOM	7.3X11.03	79.715	1	79.715
4	CORRIDOR&LOBBY	2.4 M WIDE	398.607	1	398.607
5	STAIRCASE LOBBY	8.3X2.655	22.036	2	44.072
6	LAUNDRY	3.91X7.3	28.543	1	28.543
7	OFFICE/ STORE	4.37X3.91	24.095	1	24.095
		3.59X1.945			
8	COMMON TOILET	2.815X3.24	10.423	1	10.423
		1.5X.685			
9	SERVER ROOM	2.5X2.78	9.736	1	9.736
		1.7X1.9			
10	ELECTRICAL ROOM		11.733		11.733
11	VERANDAH (4NOS)		82.066		82.066
12	VERANDAH (2NOS) NEAR STAIRCASE	2.4X4.72	11.328	2	22.656
FIRST FLOOR					
Sl. No.	Description	Dimensions in Metre	Area Per Room in Sq. M	No's	Total Area in Sq. M
1	SUITE ROOM	4.97X8.04	44.197	8	353.576
		2.56X1.915			
2	TOILET (SUITE ROOM)	3.91X2.215	11.257	8	90.056

		1.87X2.215			
3	TWIN ROOM	3.910X4.37	22.213	18	399.834
		1.67X2.93			
4	TOILET (TWIN ROOM)	2.125X2.815	5.368	18	96.624
5	CORRIDOR		357.217	1	357.217
6	STAIRCASE LOBBY		19.897	2	39.794
7	HOUSEKEEPING & STORE	6.45X2.77	19.618	1	19.618
8	BALCONY (4NOS)		44.321	1	44.321
9	BALCONY (2NOS) NEAR STAIRCASE	2.27X4.46	10.124	2	20.248
10	SERVER ROOM (2 NOS)		9.736		9.736
11	ELECTRICAL ROOM (2NOS)		11.733		11.733
12	LAUNDRY	3.87X7.3	28.078		28.078

Players' Accommodation Block - 2					
GROUND FLOOR					
Sl. No.	Description	Dimensions in Metre	Area Per Room in Sq. M	No's	Total Area in Sq. M
1	TWIN ROOM	3.910X4.37	22.213	34	755.242
		1.67X2.93			
2	TOILET (TWIN ROOM)	2.125X2.815	5.368	34	182.512
3	MEETING ROOM	7.3X12.425	88.969	1	88.969
4	CORRIDOR&LOBBY	2.4 M WIDE	498.051	1	498.051
5	STAIRCASE LOBBY	7.76x3.425	26.577	2	53.154
6	LAUNDRY	3.89x7.3	27.96	1	27.96
7	OFFICE/ STORE	4.37X3.89	17.092	1	17.092
8	COMMON TOILET		10.399	1	10.399
9	SERVER ROOM		13.525	1	13.525
10	ELECTRICAL ROOM		13.211		13.211
11	VERANDAH (4NOS)		35.488	1	35.488
12	VERANDAH (2NOS) NEAR STAIRCASE	2.4X6.23	14.951	2	29.902
13	HOUSE KEEPING & STORE	4.027X7.3	28.952	1	28.952
FIRST FLOOR					
Sl. No.	Description	Dimensions	Area Per Room in Sq. M	No's	Total Area in Sq. M
1	TWIN ROOM	3.910X4.37	22.213	38	844.094
		1.67X2.93			
2	TOILET (TWIN ROOM)	2.125X2.815	5.368	38	203.984
3	CORRIDOR		467.072	1	467.072
4	STAIRCASE LOBBY	7.76X3.425	26.577	1	26.577
		7.53X3.405	25.639	1	25.639
5	HOUSEKEEPING & STORE	6.45X2.77	19.618	1	19.618
6	BALCONY (4NOS)		44.321	1	44.321
7	BALCONY (2NOS) NEAR STAIRCASE	2.4X6.23	14.951	2	29.902
8	SERVER ROOM (2 NOS)		8.047	1	8.047
9	LAUNDRY	3.89x7.3	27.96	1	27.96
10	ELECTRICAL ROOM (2 NOS)		13.211	1	13.211
11	STORE	3.09X1.695	5.467	1	5.467

SECOND FLOOR					
Sl. No.	Description	Dimensions	Area Per Room in Sq. M	No's	Total Area in Sq. M
1	TWIN ROOM	3.910X4.37	22.213	12	266.556
		1.67X2.93			
2	TOILET (TWIN ROOM)	2.125X2.815	5.368	12	64.416
3	CORRIDOR		273.042	1	273.042
4	LOBBY		39.114	1	39.114
5	STORE		34.439	1	34.439
6	COMMON TOILET		15.37	1	15.37
7	SERVER ROOM	3.09X1.695	5.973	1	5.973
8	ELECTRICAL ROOM		10.422	1	10.422
9	LAUNDRY	4.027X7.3	28.972	1	28.972
10	DORMITORY		40.77	1	40.77

Players' Accommodation Block - 3					
GROUND FLOOR					
Sl. No.	Description	Dimensions in Metre	Area Per Room in Sq. M	No's	Total Area in Sq. M
1	TWIN ROOM	3.910X4.37 1.67X2.93	22.213	34	755.242
2	TOILET (TWIN ROOM)	2.125X2.815	5.368	34	182.512
3	MEETING ROOM	7.3X12.425	88.969	1	88.969
4	CORRIDOR&LOBBY	2.4 M WIDE	498.05	1	498.051
5	STAIRCASE LOBBY	7.76x3.425	26.577	2	53.154
6	LAUNDRY	3.89x7.3	27.96	1	27.96
7	OFFICE/ STORE	4.37X3.89	17.092	1	17.092
8	COMMON TOILET		10.399	1	10.399
9	SERVER ROOM		13.525	1	13.525
10	ELECTRICAL ROOM		13.211		13.211
11	VERANDAH (4NOS)		35.488	1	35.488
12	VERANDAH (2NOS) NEAR STAIRCASE	2.4X6.23	14.951	2	29.902
13	HOUSE KEEPING & STORE	4.027X7.3	28.952	1	28.952
FIRST FLOOR					
Sl. No.	Description	Dimensions	Area Per Room in Sq. M	No's	Total Area in Sq. M
1	TWIN ROOM	3.910X4.37 1.67X2.93	22.213	38	844.094
2	TOILET (TWIN ROOM)	2.125X2.815	5.368	38	203.984
3	CORRIDOR		467.07	1	467.072
4	STAIRCASE LOBBY	7.76X3.425 7.53X3.405	26.577 25.639	1 1	26.577 25.639
5	HOUSEKEEPING & STORE	6.45X2.77	19.618	1	19.618
6	BALCONY (4NOS)		44.321	1	44.321

7	BALCONY (2NOS) NEAR STAIRCASE	2.4X6.23	14.951	2	29.902
8	SERVER ROOM (2 NOS)		8.047	1	8.047
9	LAUNDRY	3.89x7.3	27.96	1	27.96
10	ELECTRICAL ROOM (2 NOS)		13.211	1	13.211
11	STORE	3.09X1.695	5.467	1	5.467

SECOND FLOOR

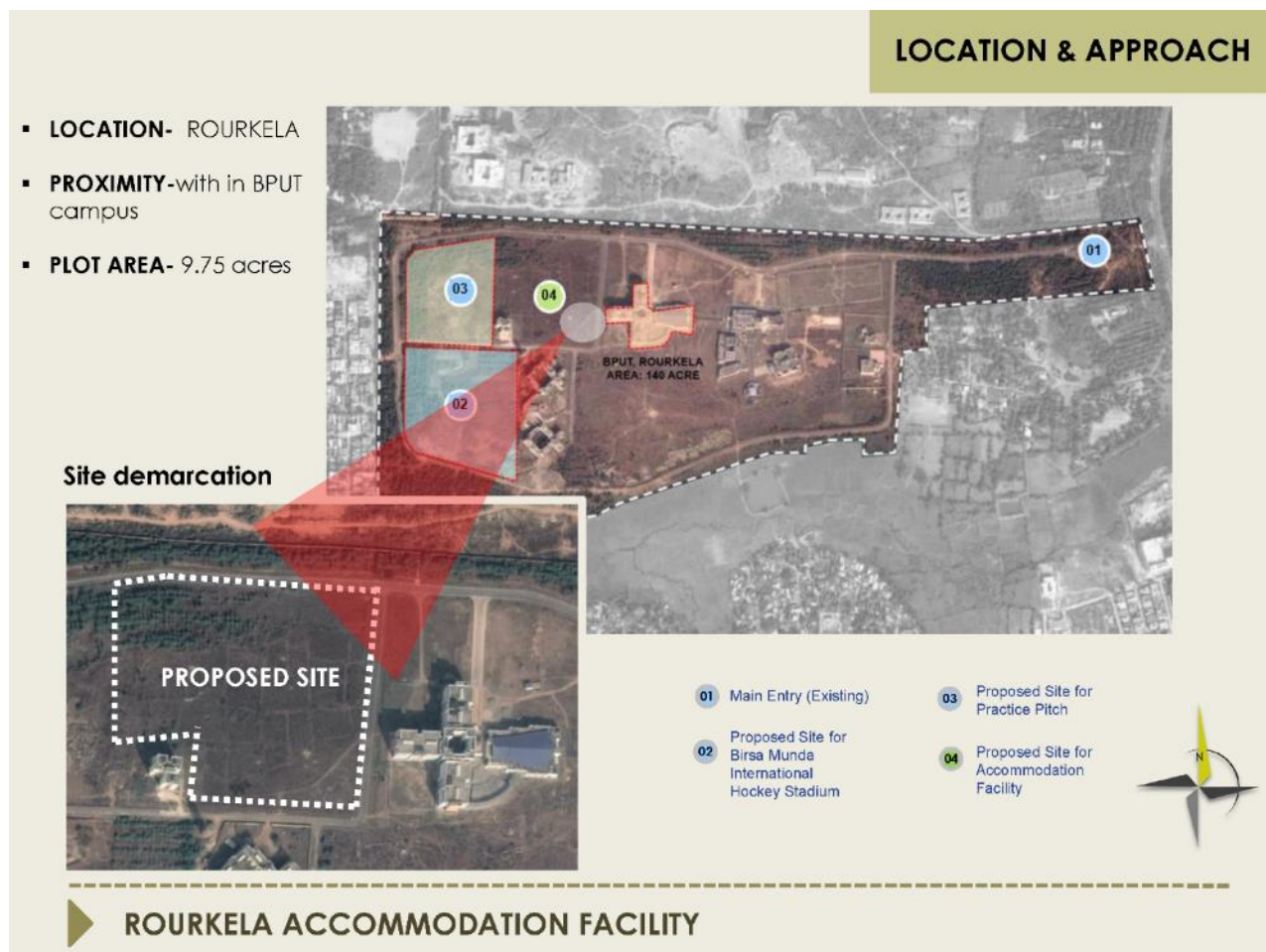
Sl. No.	Description	Dimensions	Area Per Room in Sq. M	No's	Total Area in Sq. M
1	TWIN ROOM	3.910X4.37 1.67X2.93	22.213	12	266.556
2	TOILET (TWIN ROOM)	2.125X2.815	5.368	12	64.416
3	CORRIDOR		273.042	1	273.042
4	LOBBY		39.114	1	39.114
5	STORE		34.439	1	34.439
6	COMMON TOILET		15.37	1	15.37
7	SERVER ROOM	3.09X1.695	5.973	1	5.973
8	ELECTRICAL ROOM		10.422	1	10.422
9	LAUNDRY	4.027X7.3	28.972	1	28.972
10	DORMITORY		40.77	1	40.77

SWIMMING POOL**GROUND FLOOR**

Sl. No.	Description	Dimensions in Metre	Area Per Room in Sq. M	No's	Total Area in Sq. M
1	POOL AREA	25.0X18.0	450	1	450
2	DECK AREA		678.943	1	678.943
3	DA TOILET AREA(MALE)	2.0X2.22	4.44	1	4.44
4	DA TOILET AREA(FEMALE)	2.0X2.4	4.883	1	4.883
5	LOCKER & MALE TOILET		73.041	1	73.041
6	LOCKER & FEMALE TOILET		69.807	1	69.807

LAUNDROMAT

GROUND FLOOR					
Sl. No.	Description	Dimensions in Metre	Area Per Room in Sq. M	No's	Total Area in Sq. M
1	Laundromat	21x11	234	1	234

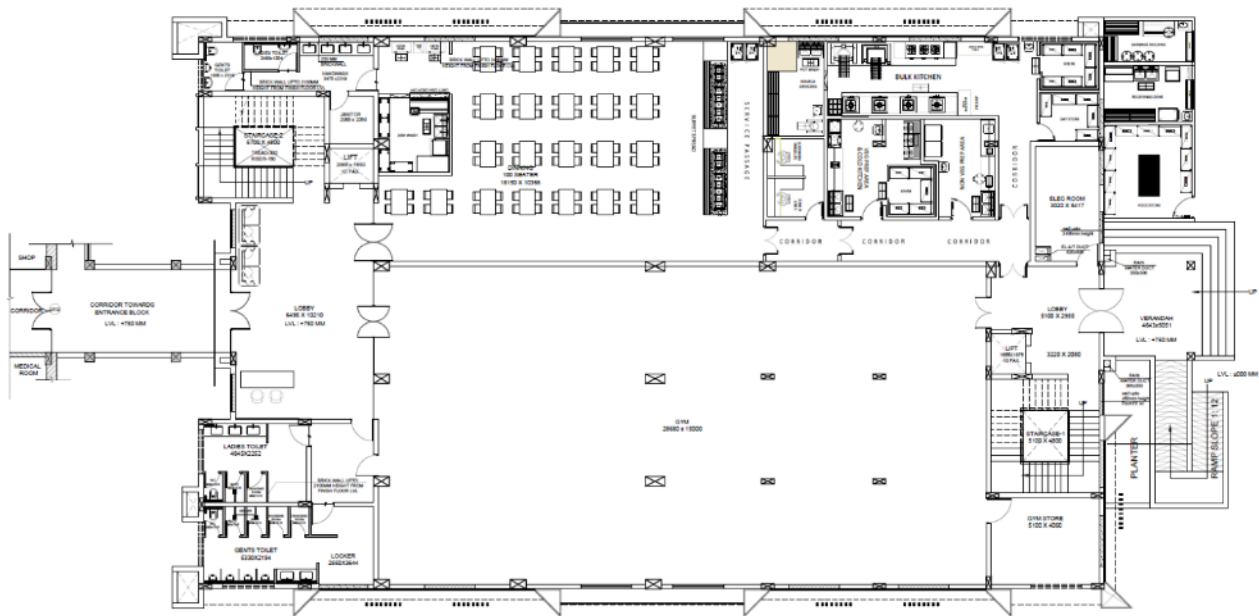




Architectural floor plan of the ground floor of the Jay VI Plaza entrance building. The plan shows a large central hall with curved walls and multiple seating areas. To the left is a large room with many small tables and chairs, labeled 'MEETING'. To the right is a room with a large table and chairs, labeled 'CONFERENCE'. The plan includes various rooms such as 'OFFICE', 'RESTROOM', 'ELEVATOR', and 'STAIR'. It also shows the building's connection to the 'GROUND FLOOR FURNITURE JAVVI PLAZA ENTRANCE BUILDING' and the 'GROUND FLOOR FURNITURE JAVVI PLAZA ENTRANCE BUILDING'. The plan is labeled with 'LEVEL 100.00' and 'LEVEL 100.00'.

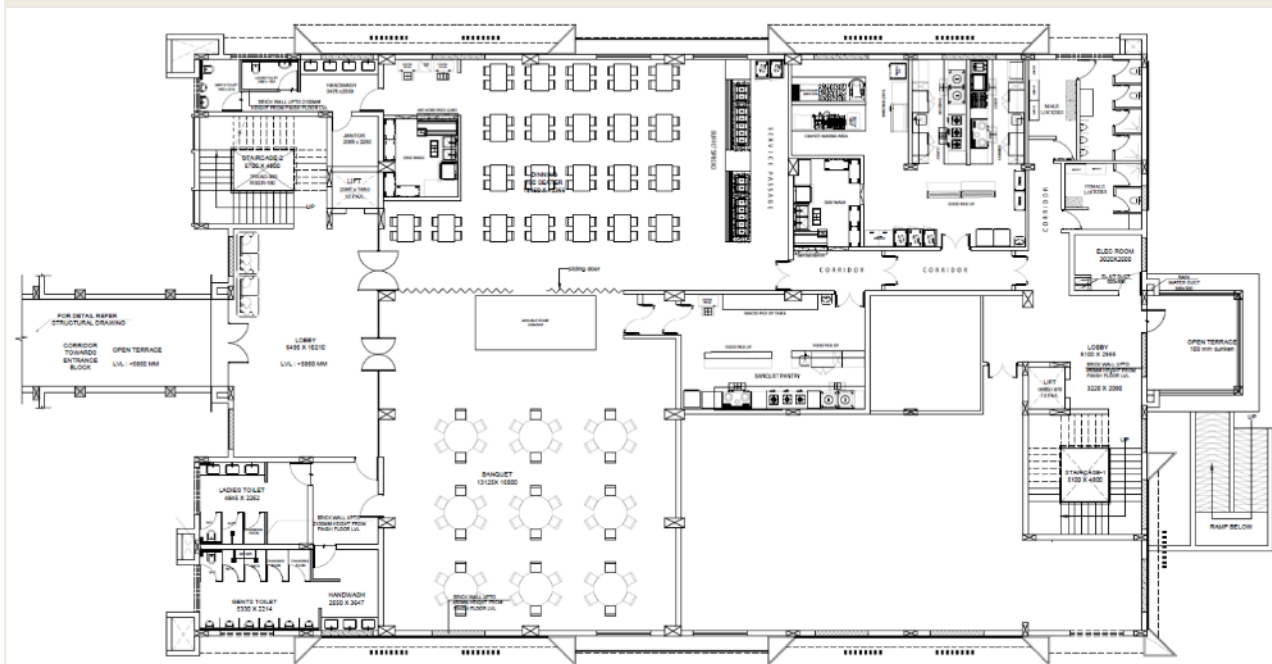
ROURKELA ACCOMMODATION FACILITY

DINING BLOCK – GROUND FLOOR



ROURKELA ACCOMMODATION FACILITY

DINING BLOCK – FIRST FLOOR



ROURKELA ACCOMMODATION FACILITY

HOSTEL BLOCK 1 – GROUND FLOOR



SL NO	DESCRIPTION ITEM
	GROUND FLOOR
1	Twin Sharing Room with attached toilet – 31 no's
2	Lobby Area
3	Staircase, Server room & Lift lobby
4	Meeting room – 1 - 40 Pax
5	Laundry area
6	Office & linen store
7	Common toilet
8	Electrical room
9	Server room

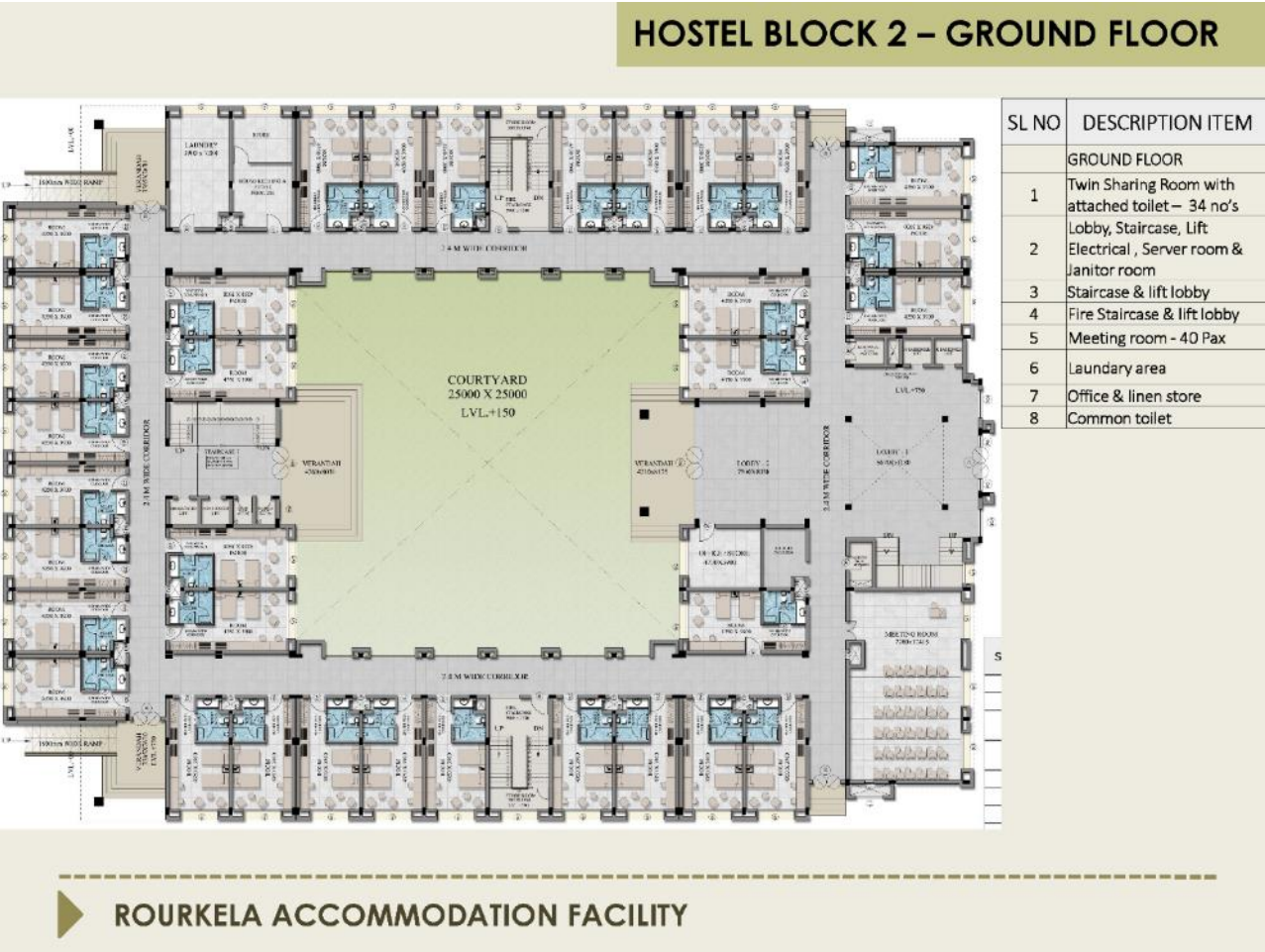
ROURKELA ACCOMMODATION FACILITY

HOSTEL BLOCK 1 – FIRST FLOOR

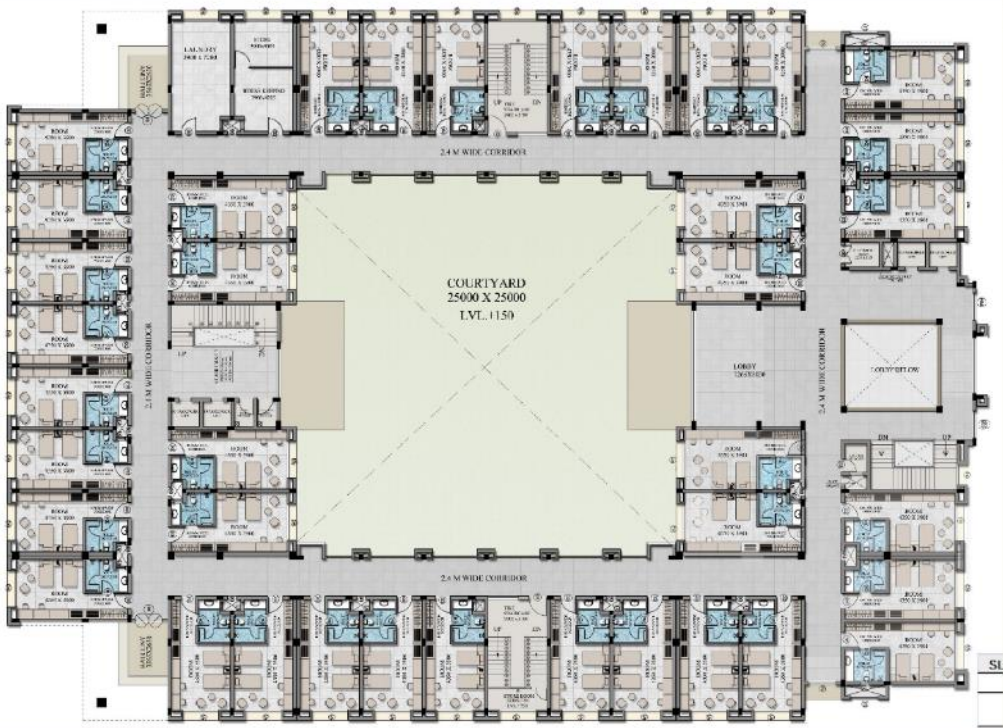


SL NO	DESCRIPTION ITEM
	FIRST FLOOR
1	Twin Sharing Room with attached toilet – 18 no's
2	Suites – 8 no's
3	Staircase , Server room & Lift lobby
4	Laundry area
5	Office & linen store
6	Common toilet
7	Electrical room
8	Server room

ROURKELA ACCOMMODATION FACILITY

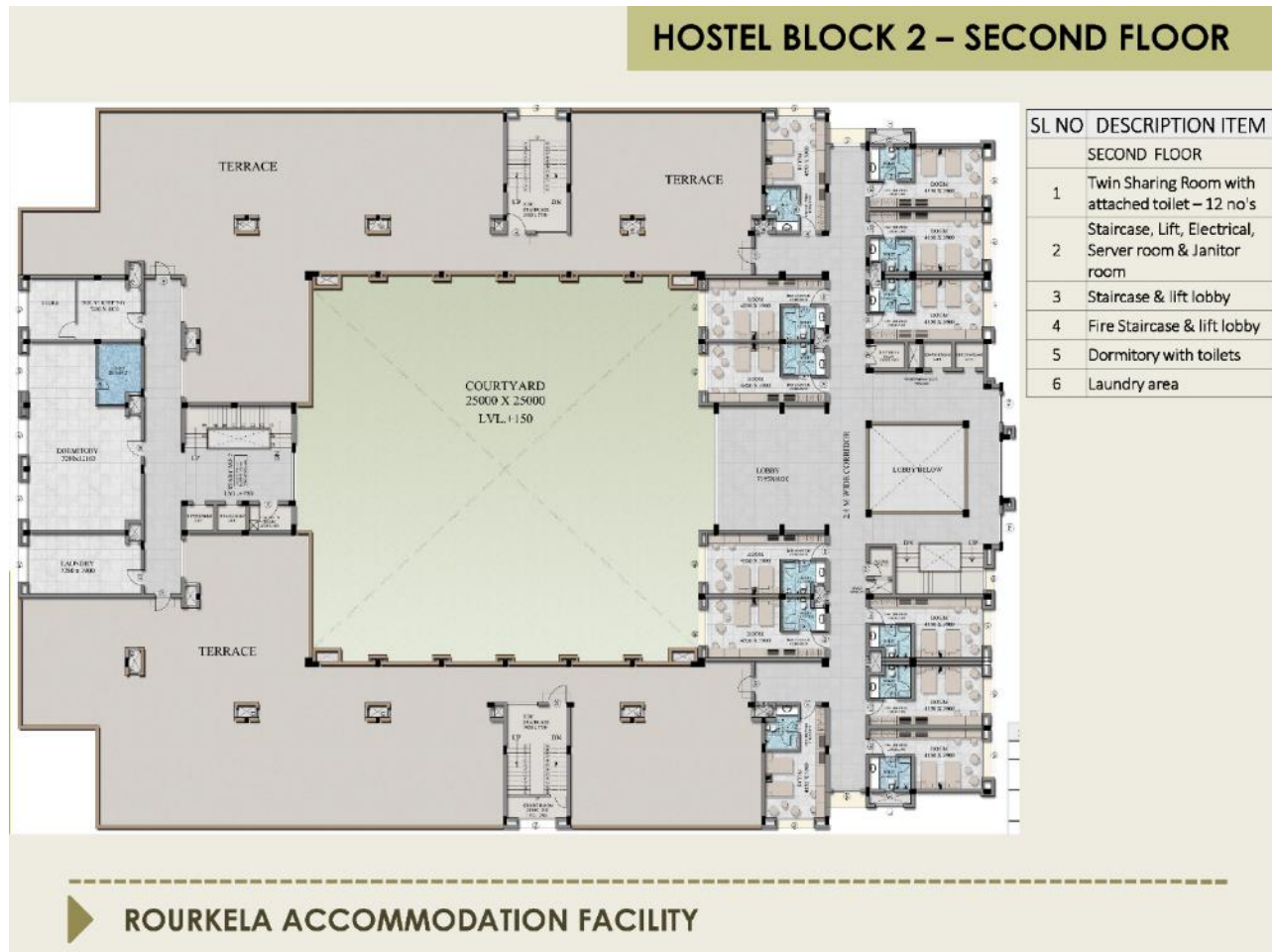


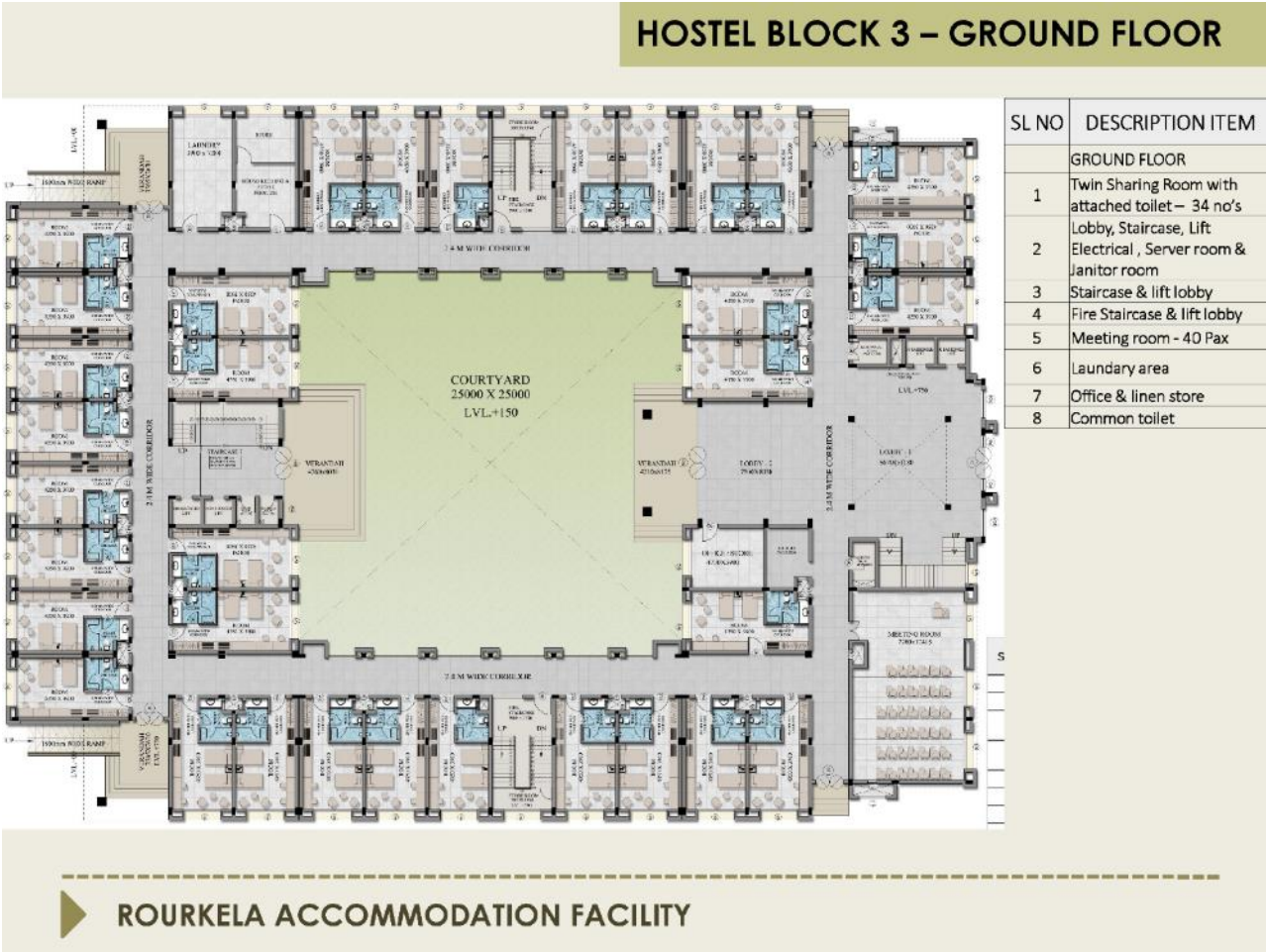
HOSTEL BLOCK 2 – FIRST FLOOR



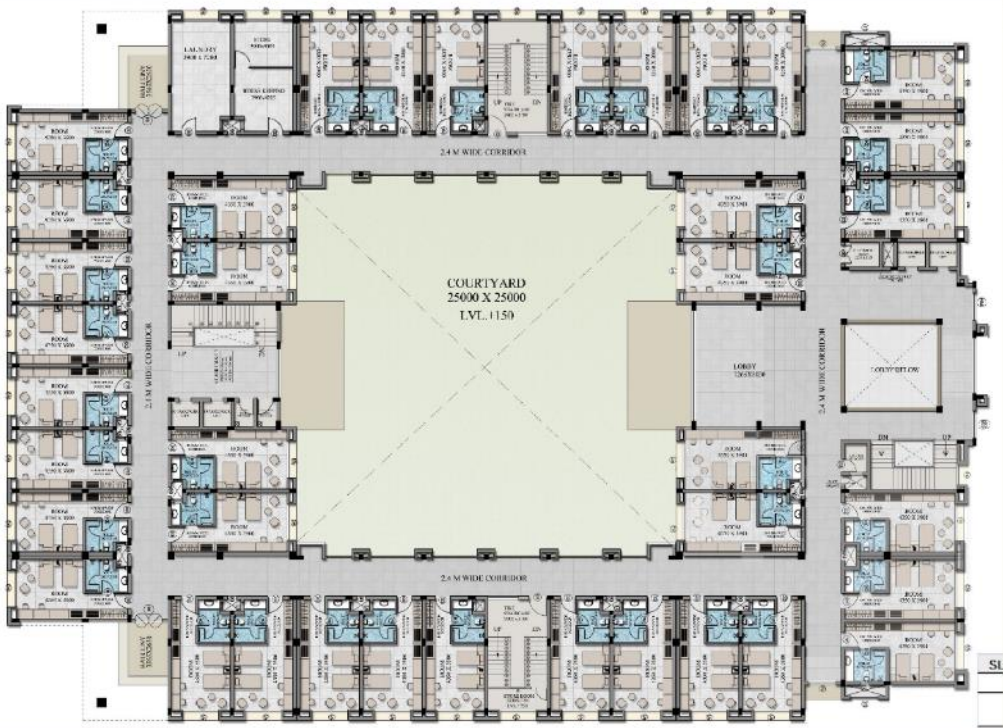
SL NO	DESCRIPTION ITEM
	FIRST FLOOR
1	Twin Sharing Room with attached toilet - 38 no's
2	Staircase, Lift, Electrical, Server room & Janitor room
3	Staircase & lift lobby
4	Fire Staircase & lift lobby
5	Laundry area

ROURKELA ACCOMMODATION FACILITY



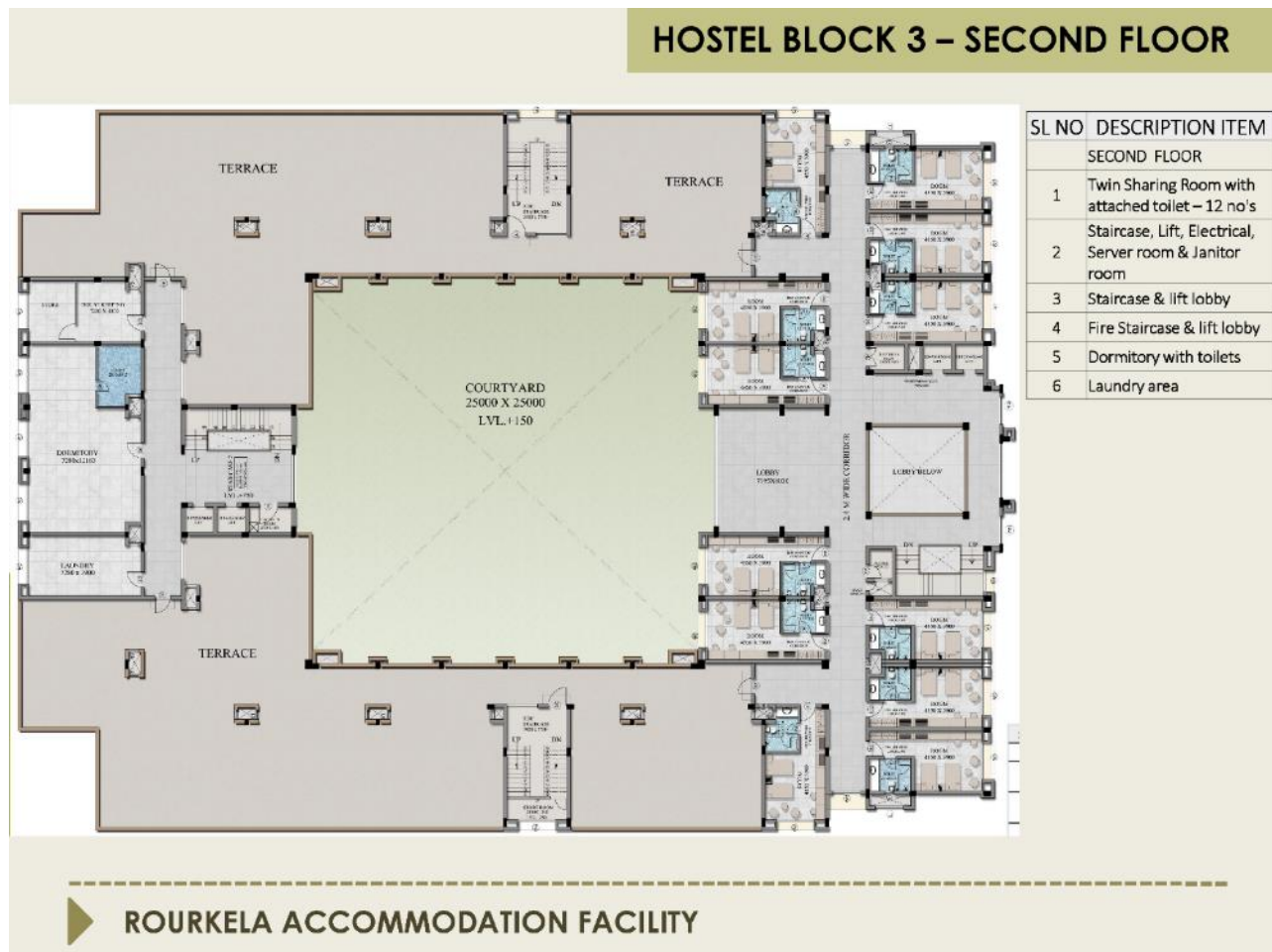


HOSTEL BLOCK 3 – FIRST FLOOR



SL NO	DESCRIPTION ITEM
	FIRST FLOOR
1	Twin Sharing Room with attached toilet - 38 no's
2	Staircase, Lift, Electrical, Server room & Janitor room
3	Staircase & lift lobby
4	Fire Staircase & lift lobby
5	Laundry area

ROURKELA ACCOMMODATION FACILITY



SUMMARY

Block Name	Location	Room Type	Total No's
Hostel Block – 1	Ground Floor	Twin Sharing	31
	First Floor	Twin Sharing	18
		Suite	08
Hostel Block – 2	Ground Floor	Twin Sharing	34
	First Floor		38
	Second Floor		12
Hostel Block – 3	Ground Floor	Twin Sharing	34
	First Floor		38
	Second Floor		12
Grand Total			225

Twin Sharing – 217 and Suite – 8

PROPOSED ACCOMMODATION BUILDING

DOUBLE OCCUPANCY ROOM

FURNITURE WITH FLOORING LAYOUT

ADRIANA FURNITURE SET

SINGLE BED- 2

BED SIDE TABE- 2

SHOE RACK- 1

WARDROBE- 2

LEDGE- 1

STUDY TABLE- 2

STUDY CHAIR- 2

EASY CHAIR- 2

CENTER TABLE- 1



ROURKELA ACCOMMODATION FACILITY

DOUBLE OCCUPANCY ROOM

TWIN ROOM FURNITURES			
SL NO	FURNITURE TYPE	COMPANY NAME / MADE TO ORDER	DIMENSION
1	BED	GODREJ - ADRIANA (B.B)	1131(W) X 2060(D) X 945(H)
2	BEDSIDE TABLE	GODREJ - ADRIANA (B.B)	440(W) X 450(D) X 516.5(H)
3	EASYCHAIR	FEATHERLITE- CHANEL	
4	CENTRE TABLE	GODREJ - TIMBERLAND	605(W) X 600(D) X 460(H)
5	2 DOOR WARDROBE WITHOUT MIRROR	GODREJ - ADRIANA (B.B)	946.2(W) X 588.1(D) X 2100(H)
6	SHOE RACK	GODREJ - WAVES PRO (B.B)	800(W) X 370(D) X 1030(H)
7	STUDY TABLE (WORK DESK)	GODREJ - ADRIA (B.B)	1200(W) X 605(D) X 718(H)
8	LEDGE	CUSTOMIZED	
9	STUDY CHAIR	GODREJ - EARL	
10	WASH BASIN UNDER COUNTER	CUSTOMIZED	
11	MATRESS ORTHO SINGE	GODREJ - ORTHODELUX	12.7 CM THK
12	PILLOW		



ROURKELA ACCOMMODATION FACILITY



DOUBLE OCCUPANCY ROOM

ADRIANA FURNITURES



1. ADRIANA
SINGLE BED



2. ADRIANA IMPERIAL
OAK BEDSIDE TABLE



4. ADRIA IMPERIAL
STUDYTABLE



2 DOOR WARDROBE TO BE CHANGED
AS FINALISED



GODREJ EARL CHAIR



ROURKELA ACCOMMODATION FACILITY

OPTION-2

DOUBLE OCCUPANCY ROOM

ADRIANA FURNITURES



1. SINGLE BED



2. ADRIANA IMPERIAL OAK BEDSIDE TABLE



3. 2 DOOR WARDROBE



4. ADRIA IMPERIAL STUDYTABLE



6. FEATHERLITE CHANEL EASY CHAIR



7. OAKLAND CORNER TABLE




8. WAVES PRO SHOE CABINET




ROURKELA ACCOMMODATION FACILITY

DOUBLE OCCUPANCY ROOM




MATERIAL FINISHES

WALL FINISH




ASIAN PAINTS-SONNET

FLOORING FINISH




TECH STONE CREMA-MATT


LIGHTING




WALL LIGHTS



CEILING LIGHTS



GRID CEILING - TOILETS

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ROURKELA ACCOMMODATION FACILITY

SUITE ROOM

SUITE ROOM FURNITURES				
SL NO	FURNITURE TYPE	COMPANY NAME / MADE TO ORDER	DIMENSION (MM)	REMARKS
BEDROOM				
1	BED	GODREJ - SQUADRO	1875(W) X 2078(D) X 1133(H)	
2	BEDSIDE TABLE	GODREJ - SQUADRO	450(W) X 450(D) X 523.5(H)	
3	STUDY TABLE	GODREJ - SQUADRO	1200(W) X 605(D) X 1018(H)	
4	3 DOOR WARDROBE	GODREJ - SQUADRO	1350(W) X 600(D) X 2100(H)	
5	EASY CHAIR	FEATHERLITE - E988-SS		
6	STUDY CHAIR	GODREJ- EARL BLACK		
7	MATTRESS/ PILLOW	GODREJ - ORTHODELUX	12.7 CM THK	
8	CENTRE TABLE (BEDROOM)	GODREJ - EDWARD	600(W) X 600(D) X 455(H)	
9	TV LEDGE	CUSTOMIZED	1800(W) X 300(D)	
10	LUGGAGE RACK WITH LEDGE	CUSTOMIZED	750(W) X 600(D) X750 (H)	
11	PREMIUM DRESSING TABLE	GODREJ - SQUADRO	900(W) X 455(D) X 1726(H)	
PROPOSED ACCOMMODATION BUILDING				
12	4 SEATER DINING TABLE WITH CHAIR	GODREJ - GRANDE PRO	1170(W)X 750(D) X 770(H)	
13	SOFA SIDE TABLE	GODREJ - MERAKI	600(W) X 600(D) X 511(H)	
14	CENTRE TABLE (LIVING AREA)	GODREJ - MERAKI	1200(W) X 600(D) X 367(H)	
15	LUGGAGE CUM SHOE RACK	CUSTOMIZED	1200 (W) X 600(D) X 450(H)	
16	TV LEDGE	CUSTOMIZED	1800(W) X 300(D)	
17	PANTRY COUNTER WITH GRANITE TOP , SPACE FOR MINI FRIDGE	CUSTOMIZED	900(W) X 600(D) X750 (H)	
18	SOFA 3 SEATER , 1 SEATER	GODREJ - HIGHROLLA	3 SEATER(1860(W) X 850(D) X 880(H)) 1 SEATER(770(W) X 850(D) X 880(H))	
TOILET				
19	TOILET UNDER COUNTER	CUSTOMIZED		
20	TOILET STORAGE	CUSTOMIZED		

