



Reference No: SYS-INFRA-INFRA-0002-2023/1272

Dated: 11-01-2024

***Request for Empanelment of Agencies specialized in Sports Architecture
and Infrastructure***

January 2024

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

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A. Notice for Request for Empanelment – Data Sheet

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

Reference No: SYS-INFRA-INFRA-0004-2024/1272,

Dated: 11-01-2024

Sports and Youth Services Department, Government of Odisha, invites sealed Bids under two bid-basis i.e., Technical Bid and Financial Bid from reputed Agencies for '**Empanelment of agencies specialized in Sports Architecture and Infrastructure.**'

Sl. No	Information	Details
1	Name of RFE	Empanelment of agencies specialized in Sports Architecture and Infrastructure
2	Type of RFE	Open Tender
3	Mode of tendering	Online Tender
4	Last date for sending queries to DSYS, Government of Odisha	Date: 17/1/2024; Time: 11:00 am Queries may be sent by email (in MS Word/Excel Format only as per Annexure X): tender.dsys@odisha.gov.in
5	Pre-bid meeting	Date: 17/1/2024; Time: 1:00 pm; (to be held via video conferencing Link: https://meet.google.com/gen-inim-kfb
6	Issue of responses to pre- bid queries, addendum/ corrigendum, if required	Date: 18/1/2024
7	Bid Due Date	Date: 30/1/2024; Time: 3:00 pm
8	Opening of Technical Bid	Date: 30/1/2024; Time: 4:00 pm
9	Bid Processing Fee/ Tender Document Cost (non-refundable) including GST	Amount: INR 5,000 (Rupees Five Thousand only) Payable in DD/ Banker's Cheque only in favour of 'Joint 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.
10	Earnest Money Deposit (EMD)	The bidder shall deposit Earnest Money of INR. 50,000/- (Rupees Fifty Thousand 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 RFE Document without assigning any reason thereof.

Joint Secretary, DSYS

B. Disclaimer

1. This Request for Empanelment (“RFE”) 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 RFE is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this RFE.
2. This RFE 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 RFE 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 RFE document. The assumptions, assessments, statements and information contained in this RFE 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 RFE and obtain independent advice from appropriate sources.
3. Information provided in this RFE 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 RFE, or any matter deemed to form part of this RFE, or arising in any way in relation to this RFE 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 RFE. 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 RFE.
6. The bidder should confirm that the RFE 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.dsyz@odisha.gov.in

7. If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the RFE Documents received by the Bidder is complete in all respects and that the bidder is fully satisfied with the RFE 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 RFE document.
9. This RFE 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 RFE 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 RFE). In the event after the issue of the RFE, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this RFE 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 RFE documents at any time during the RFE 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 RFE.
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 the proposals at any stage of the RFE 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 RFE process or the RFE document. Public announcements, if any, are to be made with respect to the RFE process or this RFE 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 RFE 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 RFE, the Bidder shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the RFE. The Bidder hereby expressly waives any and all claims in respect thereof.
15. The bid is not transferable.

C. 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
RFE	Request for Empanelment
PAN	Permanent Account Number
RTGS	Real Time Gross Settlement

D. 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 RFE 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 RFE Process;
3. **“Bid”** or **“Proposal”** means the documents submitted by a Bidder pursuant to this RFE, 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. **“RFE Process”** or **“Bidding Process”** means the process governing the submission and evaluation of the Bids as set out in the RFE itself;
6. **“Bid Due Date”** shall mean the last date for submission of bids, as given in Sl. No. 7 of the datasheet in the RFE. 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 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 bidders 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.
 - As per the Government of India guidelines, Rule 170 of GFR, Startups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) and Micro and Small Enterprises as per the Department for MSME are exempt from depositing EMD in Govt.
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 RFE. 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 Empanelment (LOE)”** means the official written intimation by Sports and Youth Services Department, Government of Odisha notifying the bidder of their successful empanelment as part of this RFE.
12. **“Net Worth”** shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
13. **“Request for Empanelment”** or **“RFE”** or **“RFE Document”** or **“RFE Paper”** or **“RFE Documents”** or **“Bid Documents”** means documents issued by Sports and Youth Services Department, Government of Odisha vide RFE No. Reference No: SYS-INFRA-INFRA-0004-2024/1272, Dated: 11/04/2024 for Empanelment of Agencies specialized in Sports Architecture and Infrastructure to 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 RFE document;
 - (b) Any corrigendum(a)/ addendum(a) and clarification(s) to the RFE Document issued by Sports and Youth Services Department, Government of Odisha subsequent to the issue of the RFE Document will also be considered an integral part of the RFE Document. Any reference to the RFE Document in the Agreement shall include such corrigendum(a)/ addendum(a);
14. **“Pre-Bid Meeting”** means Pre-Bid meeting to be held as per the schedule indicated in the Schedule of the RFE 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 RFE. 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.

E. Instructions to Bidders

1. **Bid Preparation Cost:** 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 RFE document. Failure to furnish all information required by the RFE document or submission of a tender not substantially responsive to the RFE 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 RFE 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/Agencies desirous of participating in this Bid should not have been debarred/blacklisted by any Government agency.
7. **Preparation of Bids**
 - 7.1 **Language:** Bids and all accompanying documents shall be in the English language. In case any accompanying materials are in other languages, an English Translation shall accompany it. The English version shall prevail in matters of interpretation which is notarized by component authority.
 - 7.2 **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.
 - 7.3 **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

- 8.1 Bidders requiring any clarification on the RFE 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.
- 8.2 All correspondence for clarifications should be submitted as per the format attached at 'Annexure X' to the address mentioned in the data sheet in writing by Mail/post/courier.
- 8.3 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.
- 8.4 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 RFE 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

- 9.1 To clarify and discuss issues with respect to the Project and the RFE Document, a pre- bid meeting ("Pre-Bid Meeting") will be held as per the details provided in point 5 of data sheet.
- 9.2 Prior to the Pre-Bid meeting, the Bidders may submit a list of queries and proposed suggestions in the word format as per Annexure X, if any, to the RFE requirements.
- 9.3 Bidders may note that DSYS, Government of Odisha will not entertain any deviations to the RFE 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 RFE Document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 9.4 Bidders' representatives attending the Proposal opening shall bring an authorization letter from the Bidder.
- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 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.
- 9.9 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

- 10.1 The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder.
- 10.2 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 initialled/signed by the person signing the bid.
- 10.3 The proposal shall be properly bound, indexed, and serially numbered.

11. Submission of Bids

- 11.1 The bidder shall submit only their Technical Bid as part of the empanelment process. The bidder shall ensure that the technical bids are submitted as per the RFE terms and conditions. The Bids that are submitted beyond the stipulated date and time under any circumstances whatsoever will not be considered.
- 11.2 **Technical Bid:** Bidders shall have to submit their Technical Bid on the e-procurement portal of the Government of Odisha. The Technical Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Technical Bid shall contain no information on the Price Bid of the Bidder.
- 11.3 DSYS, Govt. of Odisha taking into accounts past performance of party, reserves the right to reject any tender.
- 11.4 It must be noted that this is just an enquiry and doesn't amount to any commitment on the part of DSYS, Government of Odisha to order any products offered. The decision of DSYS, Government of Odisha in this regard would be final and be entirely, at its discretion.
- 11.5 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser) may, by written notice of default sent to the, empaneled agencies terminate the contract in whole or in part, if the supplier fails to deliver any or all the scope of work and any other contractual obligations within the time period specified in the contract, or within any extension thereof granted by the purchaser.

12. Material Deviation

Material Deviation received in the bids shall include, inter alia, the following:

- 12.1 The Technical Bid is not accompanied by all the documents required to be submitted in terms of this RFE document.
- 12.2 It does not contain all the information (complete in all respects) as requested in this RFE document (in accordance with the formats provided in this RFE document);
- 12.3 The Technical Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- 12.4 The Technical Bid submitted by the Bidder is conditional.
- 12.5 The bid submitted by the Bidder is not valid for the minimum bid validity period.
- 12.6 It is otherwise substantially/ materially in deviation of the terms and conditions of the RFE document.

13. DSYS, Government of Odisha may waive any nonconformity in the Bid that does not constitute a material deviation, reservation, or omission. DSYS, Government of Odisha may request that the Bidder submit information or documentation, within a reasonable period of time to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Failure of the Bidder to comply with the request of DSYS, Government of Odisha by the date specified therein may result in the rejection of its Bid.
14. **Late and Delayed Bids:**
- 14.1 Bids must be received no later than the date and time stipulated in the RFE 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.
- 14.2 Any bid received by DSYS, Government of Odisha after the deadline for submission of bids, as stipulated above, shall not be considered.
15. **Acknowledgement by the Bidder:** It shall be deemed that by submitting its bid, the Bidder has:
- i) made a complete and careful examination of the RFE documents, including the proforma agreement;
 - ii) received all relevant information requested from Sports and Youth Services Department, Government of Odisha;
 - iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFE 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 RFE or otherwise;
 - iv) 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 RFE documents including the contract (to be signed with Sports and Youth Services Department, Government of Odisha) and performance of all of its obligations thereunder;
 - v) 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;
 - vi) 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 RFE 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.

16. Opening and Evaluation of Technical Bid

- 16.1 Technical Bids will be opened as per the schedule indicated in Schedule of the RFE
- 16.2 The Technical Bid of the bidder would be evaluated as per the eligibility criteria set out in the Section G of the RFE 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.
- 16.3 The Technical Bids will be evaluated based on the eligibility criteria as per Clause G and only those Bidders whose Technical Proposals are in compliance with the eligibility criteria shall be considered technically qualified.
- 16.4 The eligible bidders shall be evaluated based on the technical evaluation criteria as per Clause H.
- 16.5 Bidders scoring a minimum of 70 marks out of 100 marks in technical evaluation shall be declared successful and will be empaneled.

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

- 17.1 Sports and Youth Services Department, Government of Odisha is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process.
- 17.2 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.
- 17.3 Sports and Youth Services Department, Government of Odisha may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

18. Empanelment Process

- 18.1 Sports and Youth Services Department, Government of Odisha will empanel the bidders who are meeting the eligibility criteria conditions as specified in Clause G and scoring a minimum of 70 marks out of 100 marks in Technical evaluation as specified in Clause H.
- 18.2 Sports and Youth Services Department, Government of Odisha will communicate the outcome to the empaneled bidders 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 Empanelment") shall mention the duration of the empanelment.

19. Performance Security for Empanelment.

- 19.1 The Empaneled Bidder shall be required to furnish a Performance Security post receiving the letter of empanelment (for an amount which will be equal to Rs 2,00,000 (Rupees 2 Lakhs Only) 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 last date of empanelment. In case the empanelment period is extended, further, the validity of Performance Security shall also be extended by the Empaneled Bidder accordingly. The format for Bank Guarantee for Performance Security is provided at Annexure -XII

19.2 Failure of the Successful Bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the empanelment and other actions as deemed necessary.

20. Award of Work.

20.1 The limited tender may be **short tenders with detailed scope of work and other relevant clauses, where the empaneled agencies may be required to submit their response to the tender within 7 days.**

20.2 The empaneled bidder who shall be eligible **as per the RFP clauses, shall be ranked basis their financial bid.**

20.3 **The first ranked bidder shall be invited to take up the work and necessary work order/ purchase order shall be issued in line with the terms and conditions stated in the RFP.**

20.4 **DSYS reserves the right to adopt any other mechanism of allocating work as it deems appropriate amongst the empaneled agencies.**

F. Introduction

Odisha has emerged as a prominent hub for sports, with an impressive array of infrastructure that caters to a variety of sports disciplines. The state is home to top-notch stadiums and training centres and has been a preferred choice for hosting numerous national and international sporting events. The Sports & Youth Services Department of the Government of Odisha has played a pivotal role in this transformation, fostering the growth of sports at the grassroots level and providing a conducive environment for the nurturing of talent.

Development of sports infrastructure across the state aligns with the department's commitment to fostering sports and nurturing talent in the state by providing world-class facilities and creation of state-of-the-art sports infrastructure that will shape the sports landscape of Odisha and significantly impact the lives of our athletes and the community.

DSYS is pleased to float a Request for Empanelment (RFE) of agencies specialized in sports architecture and infrastructure for the design and development of sports infrastructure in Odisha.

G. Eligibility Criteria

Criteria	Requirements	Documentary Evidence
Legal Entity	The bidder should be 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 or a Proprietorship Firm.	Certificate of Incorporation. Copy of PAN and GST Registration Certificate
Financial Capacity	The bidder should have a minimum average annual turnover of Rs. 5 crores over any of the three financial years during the last five years up to year ending FY 2022-23.	Certificate from statutory auditor/CA certificate/ audited financial statements for previous five (5) financial years. Duly attested Financial Capacity as per Annexure III by statutory auditor/CA
Bidder Experience	The agency should have executed/ provided consultancy services for at least five (5) works with each project of minimum INR 5 crores each related to Sports Architecture/ Infrastructure in the last 3 years.	Work Order/ Agreement/ Completion Certificate to be submitted with clear mention of work order details and value.
	The agency should have at least three (3) years' experience in providing consultancy services in sports architecture/ infrastructure related projects.	Work Order/ Agreement/ Completion Certificate to be submitted with clear mention of work order details and value.
Blacklisting	The bidders should not be debarred/ blacklisted by any Govt / PSU/ Autonomous Body/ any registered body.	Self-Declaration

H. Evaluation Criteria

Sl. No.	Criteria	Max Marks	Document/ Evidence Required
1	Minimum Average Annual Turnover for the last 3 FY ending FY 2022-23. <ul style="list-style-type: none"> • 5 to 10 Crore – 10 marks • 10 to 15 Crore – 15 marks • More than 15 Crore – 20 marks 	20	Certificate from statutory auditor/audited financial statements for the three previous financial years/ CA certificate.
2	No of works for which sports architecture/ infrastructure services (pertaining to Sports Projects) completed satisfactorily in the last 3 years, with each project having a minimum value of 5 Cr. <ul style="list-style-type: none"> • 5 to 10 projects – 15 marks • More than 10 projects – 25 marks 	25	Work Order/ Completion Certificate to be submitted.
3.	Experience in providing consultancy services in sports architecture / Infrastructure projects. <ul style="list-style-type: none"> • 3 to 5 Years – 15 Marks • Above 5 Years to 10 Years – 20 marks • More than 10 Years – 25 marks 	25	Work Order/ Completion Certificate to be submitted.
4.	Technical Presentation The bidders will have to present the following. <ul style="list-style-type: none"> • Knowledge of international standard sports infrastructure architecture guidelines. • Approach and methodology for execution of assigned work. • Pictorial presentation on completed major sports architecture works. • Quality assurance and quality control measures, • Any other information 	30	Technical Presentation
Total			100
Minimum Marks required for Empanelment			80

I. Terms of Empanelment

- The bidders scoring more than 80 marks out of 100 marks in Technical Evaluation shall be empaneled.
- The term of Empanelment shall be for 3 (three) years from the execution of issue of Letter of Empanelment, which may be extendable for another 2 (two) years subject to the discretion of DSYS depending upon the work of the Agency.
- All empaneled agencies must abide by all RFE conditions and adherence to all aspects of fair-trade practices in executing the purchase orders/work order placed by DSYS. Failing this, DSYS may stop their further participation in DSYS tendering process.
- In the event, an Empaneled Agency or the concerned division of the Agency is taken over/bought over by another company, all the obligations and execution responsibilities under the agreement with DSYS, should be passed on for compliance by the new company in the negotiation for their transfer, subject to the approval of DSYS. Any such change should be brought to the notice of DSYS within 30 days of such change. In case of non-compliance, the empanelment shall be terminated with immediate effect.
- DSYS may, at any time, terminate the empanelment by giving written notice to the empaneled agency without any compensation or liability, if the Empaneled Agency commits any breach of contract, has misrepresented or becomes bankrupt or otherwise insolvent, and/or DSYS is not satisfied with the work of the Empaneled Agency provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DSYS.
- Depending on the requirements in future, DSYS may decide to extend the number of empaneled agencies through fresh RFE. Already empaneled agencies will not be required to re-apply provided term of empanelment is still in force
- The empaneled bidders shall participate mandatorily in the limited RFP floated subsequent to this empanelment process. In case, it is noticed that the empaneled bidders are not participating on a regular basis for the limited RFPs which have been floated, department reserves the right to remove these agencies from the empaneled list.
- The empaneled bidders may be removed from the empanelment list in case the work done by them is not found to be satisfactory or if the agency's participation in the limited tender floated for the empaneled agencies is found to be unsatisfactory.
- This empanelment process in no way restricts the department to float any open RFPs for similar tasks, without giving any preference to the empaneled agencies in these RFPs.

J. List of Annexures

Sl. No	Description	Annexure
1.	Tender Submission Letter	Annexure-I
2.	Bidder's Authorization Certificate	Annexure-II
3.	Format of Financial Capacity	Annexure-III
4.	Registration Certificate of the Company	Annexure-IV
5.	Power of Attorney	Annexure-V
6.	Organizational Background	Annexure – VI
7.	Information on Bidder's Organization	Annexure–VII
8.	Work Experience	Annexure-VIII
9.	Performance Security	Annexure-IX
10.	Format for Pre-Bid Queries	Annexure-X

Annexure-I: Tender Submission Letter

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

Sub: Request for *Empanelment of Agencies specialized in Sports Architecture and Infrastructure*

Ref: RFE No. SYS-INFRA-INFRA-0002-2023/1272 Dt.11-04-2024

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 empanelment 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: Request for *Empanelment of Agencies specialized in Sports Architecture and Infrastructure*

Ref: RFE No. SYS-INFRA-INFRA-0002-2023/1272, Dt.11/01/2024

Dear.

I/We {Name/Designation} hereby declare/certify that {Name/Designation} is hereby authorized to sign relevant documents on behalf of the company/firm in dealing with tender No dated _____. He/ She is also authorized to attend meetings & submit technical 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: Format for Financial Capacity

Financial Year	Annual Turnover of the Bidder
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-IV: Registration Certificate of the company

Registration Certificate to be included

Annexure-V: 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 **Request for Empanelment of Agencies specialized in Sports Architecture and Infrastructure**. 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- NAMED
PRINCIPAL HAVE EXECUTED THIS POWER
OF ATTORNEY ON THIS
.....DAY OF, 20.....

For
(Signature, name, designation, and address)

s: 1.

2.

Notarised

Accepted

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

Notes:

- 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.
- 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.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized 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 legalized by the Indian Embassy if it carries a conforming Apostille certificate

Annexure VI: Organizational Background

Provide here a brief (two pages) description of the background and organization of your firm/entity.

- Organization Structure
- Past Experience in similar work
- Clientele of company/firm/agency
- Geographical Presence of Firm/Agency/ Company

Annexure VII: Information on Bidder's Organization

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)	
12.	Details of clients to whom services have been supplied in the last 10 years with details of value of work (Copies of award letters/supply orders)	
13.	Declaration of the bidder that no case/dispute/claim with arbitration court/consumer forum etc. are pending as on date of release of RFE (Declaration on Rs. 100 stamp paper)	

Details of last 5 years to be produced in following format.

Turnover amount	Financial Year

Note: Please attach all the relevant documents like Power of Attorney (Annexure V), Certificate of Incorporation, GST IN, TAN, PAN

.....

Name of the Bidder

.....

Name and Signature of the
Authorized Signatory

Annexure VIII: Work experience Format

Years	Organization Name	Similar Works Experience (Services in Sports Architecture/ Infrastructure)	Work Order No/ Date	Amount

Work order copies/agreement copies/client certificate to be provided for all similar works.

(Signature of the Bidder)

With Address and Seal of the Organization

Annexure IX: Format for Performance Security**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. __

_____ 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 thereof shall
be made available on demand. In the contingency of this guarantee being invoked and
payment there under claimed, the said branch shall accept such invocation letter and
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.”

- A. Our liability under this guarantee shall not exceed Rs. _____(Rupees _____).
- B. This bank guarantee shall be valid up to _____.
- C. 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)

Annexure X: Format of Pre-Bid Queries

To

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

Sub: Request for *Empanelment of Agencies specialized in Sports Architecture and Infrastructure*

Ref: RFE No. SYS-INFRA-INFRA-0002-2023/1272 ,Dt 11/01/2024

Dear

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

Sl.No.	Clause No. and Page reference	RFE text	Query
1			
2			
...			

Yours faithfully,

Authorized Signatory

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

Note: On the Letterhead of the Bidder