



Reference No: SYS-COACHIII-MISCS-0003-2024-12709/SYS Dated: 15-03-2024

***RFP to appoint an operator for Operations and Management of MPIS - Zumba in Bhubaneswar MC - Pokhariput for Sports and Youth Services Department, Government of Odisha, Government of Odisha.***

**March 2024**

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

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## A. Notice for Request for Proposal – Data Sheet

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

Reference No: SYS-COACHIII-MISCS-0003-2024-12709/SYS, Dated: 15-03-2024

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 to ‘**appoint an operator to operate and maintain space for Zumba at Multi-Purpose Indoor Stadium facilities in Bhubaneswar MC - Pokhariput on monthly rental fee model for DSYS, Government of Odisha.**’

Sl. No	Information	Details
1	Name of RFP	RFP to appoint an operator to operate and maintain space for Zumba at Multi-Purpose Indoor Stadium facilities in Bhubaneswar MC - Pokhariput on monthly rental fee model for DSYS, Government of Odisha.
2	Type of RFP	Open Tender
3	Mode of tendering	Offline Tender
4	Last date for sending queries to DSYS, Government of Odisha	Date: 21/03/2024; Time: 11:00 am Queries may be sent by email (in MS Word/Excel Format only as per <a href="#">Annexure XI</a> ): <a href="mailto:tender.dsyzs@odisha.gov.in">tender.dsyzs@odisha.gov.in</a>
5	Pre-bid meeting	Date: 21/03/2024; Time: 12:00 pm; (to be held via video conferencing Link: <a href="https://meet.google.com/ttt-uzsv-fqe">https://meet.google.com/ttt-uzsv-fqe</a>
6	Issue of responses to pre-bid queries, addendum/ corrigendum, if Required	Date: 22/03/2024
7	Bid Due Date	Date: 06/04/2024; Time: 3:00 pm
8	Opening of Technical Bid	Date: 06/04/2024; Time: 4:00 pm
9	Opening of Financial Bid	Dates for the Financial Bid opening shall be intimated to the technically qualified bidders only
10	Bid Processing Fee/ 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 '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.

11	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.
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The sealed bids (technical bid and financial bid in separately sealed envelopes, as per Clause 11, Page 14 of the RfP) of the interested bidders should be submitted to the Sports and Youth Services Department, Government of Odisha (Addressed to: Joint Secretary, Sports and Youth Services Department, Government of Odisha Kalinga Stadium, Bhubaneswar-751012) on or before the Bid Due Date by registered post / courier / hand delivery.

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**

## **A. 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.

1. 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](mailto:tender.dsys@odisha.gov.in)

2. If no intimation is received within the last date for submission of Pre-Bid 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.
3. 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.
4. 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.
5. 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.
6. 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.

7. 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 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.
8. 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.
9. 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.
10. The bid is not transferable.

## A. 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



## A. 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. 7 of the datasheet in 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 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.

1. **“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.
  - 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 tenders.
2. **“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
3. **“Financial Year”** means the 12-month period from 1st April to 31st March corresponding to the audited annual accounts;
4. **“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.
5. **“Net Worth”** shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
6. **“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. Reference No: SYS-COACHIII-MISCS-0003-2024-12709, Dated: 15/03/2024 for RFP to appoint an operator to operate and maintain Multi-Purpose Indoor Stadium facilities across Odisha for DSYS, 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(a)/ addendum(a);
7. **“Pre-Bid Meeting”** means Pre-Bid 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;
8. **“Related Party”** shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
9. **“Turnover”** shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.
10. **“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.

## A. 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 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/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.

7.1 **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.

7.2 **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 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.

8.2 All correspondence for clarifications should be submitted as per the format attached at 'Annexure XI' 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 department 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 RFP document by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/ Corrigendum/ Clarifications thus issued shall be uploaded on the department website.

## 9. Pre-Bid Meeting

9.1 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 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-XI, if any, to the RFP requirements.

9.3 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.

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 department 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 their offer under two bid-basis.

Envelope 1 – EMD and Bid Fee

Envelope 2 – Technical Bid

Envelope 3 – Financial Bid

Envelope 4 – contains Envelope 1,2 and 3

The sealed envelopes are to be submitted at the below mentioned address.

**Joint Secretary, Sports and Youth Services Department, Government of Odisha, Kalinga Stadium, Bhubaneswar-751012.** on or before the Bid Due Date by registered post/ courier/by hand delivery.

The Bids that are submitted beyond the stipulated date and time under any circumstances whatsoever will not be considered.

- 11.2 The bidder shall submit their offer under two bid-basis. Technical Bid and the Financial Bid. **The Financial Bid shall be submitted as per the schedule and**

**separate to the technical bid.** The bidder shall ensure that the technical and financial bids are submitted as per the two-bid basis. In case, the financial bid is submitted as part of the technical bid, the bid shall be liable to be declared non-responsive and shall be rejected. The Bids that are submitted beyond the stipulated date and time under any circumstances whatsoever will not be considered.

- 11.3 **Technical Bid:** Bidders shall have to submit their Technical Bid as per the process mentioned in Clause 11.1. 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.
- 11.4 **Financial Bid:** Bidders shall have to submit their Financial Bid as per the Financial Proposal form in [Annexure – XI](#) in both word and figure and in case of any discrepancy between the word and figure of the quoted rate, the rate mentioned in words shall prevail. The financial bid shall be submitted as per the process mentioned in Clause 11.1.
- 11.5 Monthly Fixed Fee shall be the bidding parameter and shall be quoted for the location.
- 11.6 Monthly Fixed Fee should be exclusive of all statutory taxes.
- 11.7 The financial proposal shall be valid for a period of 180 days from the date of submission. If accepted, the applicable rates shall be valid for the duration of the contract. However, owing to special circumstances, DSYS, Govt of Odisha reserves option to have a new rate contract for renting other spaces, in the same MPIS.
- 11.8 In case of any dispute arises in regard to the tender, the decision of Commissioner- cum-Secretary, DSYS, Government of Odisha will be final and binding.
- 11.9 In case of litigation, the courts at Bhubaneswar only will have the jurisdiction for deciding the case according to Indian law and force.
- 11.10 DSYS, Govt. of Odisha taking into accounts past performance of party, reserves the right to reject any tender.
- 11.11 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 rent out the spaces. The decision of DSYS, Government of Odisha in this regard would be final and be entirely, at its discretion.
- 11.12 Successful bidder will be provided maximum 30 days from date of award to start the services at all the locations constituting part f this RFP.

## **12. Material Deviation**

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

- 12.1 The Technical Bid or any accompanying document or Financial Bid submitted by the Bidder is not in accordance with the formats given in this RFP document.
- 12.2 The Technical Bid is not accompanied by all the documents required to be submitted in terms of this RFP document.
- 12.3 It does not contain all the information (complete in all respects) as requested

- in this RFP document (in accordance with the formats provided in this RFP document);
- 12.4 The Technical Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- 12.5 The Technical Bid or Financial Bid submitted by the Bidder is conditional or qualified.
- 12.6 The bid submitted by the Bidder is not valid for the minimum bid validity period.
- 12.7 It is otherwise substantially/ materially in deviation of the terms and conditions of the RFP 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. Requesting information or documentation on such non- conformities shall not be related to any aspect of the Financial Bid. 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 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.
- 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 RFP 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 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;
  - 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 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;
  - 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 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.

## **16. Opening and Evaluation of Technical Bid**

- 16.1 Technical Bids will be opened as per the schedule indicated in Schedule of the RFP
- 16.2 The Technical Bid of the bidder would be evaluated as per the eligibility criteria set out in the Section G of 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.
- 16.3 The Technical Bids will be evaluated based on the criteria and only those Bidders whose Technical Proposals are in compliance with the eligibility criteria shall be considered technically qualified.
- 16.4 The bidder scoring more than or equal to 60% in the technical evaluation criteria ( $\geq 60/100$ ) will only be shortlisted for opening and evaluation of financial bid.

## **17. Opening of Financial Bid and Final Evaluation**

- 17.1 The Financial Bids of the technically qualified bidders shall be opened in the presence of such bidders' representatives who choose to attend
- 17.2 The bidder scoring more than or equal to 60% in the technical evaluation criteria ( $\geq 60/100$ ) will only be shortlisted for opening and evaluation of financial bid.
- 17.3 For financial evaluation, the Monthly Fixed Fee (Bid Variable) indicated in the Financial Proposal, will be considered. The committed amount should be excluding taxes. Taxes have to be charged separately
- 17.4 DSYS will determine whether the Financial Proposals are complete, and unconditional. The cost, quoted as minimum monthly fee, indicated in the Financial Proposal shall be deemed as final. The bidder quoting highest monthly rental fee (H1) would be the selected bidder.
- 17.5 In case of tie in financial offer, the bidder with the higher technical score will be awarded the contact.
- 17.6 Failure of the Successful Bidder to comply with the requirements shall

constitute sufficient grounds for the annulment of the LOA. In such an event, Sports and Youth Services Department, Government of Odisha reserves the right to,

- (a) invite the next-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. Penalty Clause:**

- 18.1 In case the Successful Bidder fails to commence/execute the allocated activities as stipulated in the RFP or unsatisfactory performance or does not meet the statutory requirements of the contract, DSYS reserves the right to impose the penalty at 0.5% of consolidated committed monthly fee per day and shall recover the same from the monthly fee of the agency/service provider.
- 18.2 If delay continues beyond 15 days, DSYS reserves the right to cancel the contract, and negotiate with the next preferable bidder.
- 18.3 No Penalty will be imposed for delay attributable to DSYS or reasons which fall within the definition of Force Majeure as per Clause 34 of this RFP.
- 18.4 DSYS will intimate the successful bidder regarding the submission of amount against penalty within 15 days of the occurrence of the event. The Selected bidder shall be liable to pay such penalty within 30 working days upon receipt of demand note failure to which may lead to initiation of forfeiture of Security Deposit or proceeding for initiation of termination proceeding and takeover of property.
- 18.5 For delay in service deliverables reasons not pertaining to selected Bidder, DSYS shall take decision on extension of such timelines and levy of penalty. However, in the event DSYS considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.

## **19. Right to accept any Bid and to reject any or all bids**

- 19.1 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.
- 19.2 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.
- 19.3 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.

## **20. Award of Contract**

- 20.1 Sports and Youth Services Department, Government of Odisha will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.

- 20.2 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 monthly fixe fee for all the locations mentioned in the RFP which Successful Bidder will pay to the Sports and Youth Services Department, Government of Odisha for renting the space for carrying out the activities as mentioned in the RFP.
- 20.3 The Successful Bidder will be required to commence the assignment at the earliest, as communicated by Sports and Youth Services Department, Government of Odisha in this regard.
- 20.4 The Successful Bidder will be required to execute the contract for the services within a period of (7 Days) from the date of issue of Letter of Award.

## **21. Performance Security**

- 21.1 The Successful Bidder shall be required to furnish a Performance Security prior to sign the contract (for an amount which shall be equal to 3 months of monthly fixed fee quoted by the successful bidder) 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 of Performance Security shall also be extended by the Successful Bidder accordingly. The format for Bank Guarantee for Performance Security is provided at **Annexure -X**
- 21.2 Failure of the Successful Bidder to comply with the requirements of the above clauses shall constitute sufficient grounds or the annulment of the award and other actions as deemed necessary.

## A. General Introduction

### 1. Introduction

- 1.1 Odisha's Sports Ecosystem has been strengthened over the years through efforts on many fronts, including infrastructure development, the creation of High-Performance Centres, the hosting of national and international sporting events, and implementation of initiatives for grassroots sports promotion, talent identification, etc.
- 1.2 Further to strengthen, the sports fervor across the state, a total of 89 Multi-Purpose Indoor Stadiums (MPIS) is constructed across the different districts of Odisha. These MPIS shall act as an important focal point of Sports in the district. DSYS intends to appoint an agency to manage and monitor MPIS across the state.
- 1.3 As part of this current RFP, DSYS intends to appoint an agency for operating and managing the Zumba Center in the Multi Purpose Indoor Stadium at **Bhubaneswar MC - Pokhariput**. The agency shall be responsible for managing and operating space for Zumba at MPIS in the designated space in the MPIS.
- 1.4 The details of the facilities available at the MPIS is attached as Annexure VII. Along with the details of the spaces which is offered to be rented as part of this RFP.
- 1.5 The Selected bidder will be provided with The Indoor Sports Facility only on "as is where is basis", all other facilities as required for successful operations and maintenance of the facility shall be arranged by the selected bidder at his own cost including the provision of repair/ replacement of all the facilities, Air-Conditioning, housekeeping, security of the tendered premises etc. In case of replacement of Old facilities are to be handed over to DSYS. New equipment/facility if procured by selected bidder, bidder will have the right to take along after contract period.
- 1.6 An energy meter/sub-meter will be installed for the tendered space by DSYS and the selected Bidder shall pay the amount of monthly electricity bill to DSYS, pertaining to the assigned premises, as indicated by the installed sub meter by 7<sup>th</sup> day of subsequent months with intimation to the in charge of the facility by email. The electricity will be charged on the basis of existing commercial rates provided by in charge of the facility and the same shall be in addition to the monthly fee. In case of failure to deposit the bill within stipulated time surcharge will be levied at applicable rates. In addition, water charges will be applicable on actual consumption basis as per prevailing rates, which is to be paid by selected bidder.

### 2. Scope of Contract

- 2.1 The Multi-purpose Indoor Stadium has a world class facility for the development and growth of Sports across Odisha.
- 2.2 A consolidated Monthly Fixed Fee will be guaranteed by the bidder (s) for Operating and Maintaining the facility. The monthly fixed fee shall be the amount as quoted by the bidder in their price bid at the time of submission of bid.
- 2.3 The bidder is free to operate the facility preferably between these 05.00 AM to

- 11.00 PM as per its schedule at his/her own convenience. The Bidder may also conduct Camps, events, competitions and any other activity related to tendered activity.
- 2.4 DSYS may require the facilities during the tenure of the agreement for training of the athletes training in the MPIS. The department and the successful bidder shall mutually decide on the terms and conditions for the training of these athletes.
- 2.5 The broad scope of project shall include but not limited to:
- a) It shall be mandatory for the Successful Bidder to maintain ethical code, professional conduct and impart the same to the users by training and teamwork.
  - b) The successful bidder shall maintain an attendance log.
  - c) The agency shall not cause or permit to be caused any damage to the said premises. Under no circumstances, the agency shall make any alteration to the said premises.
  - d) The successful bidder shall compensate DSYS for any damage or loss caused by the Successful bidder or its staff or user to the whole premises if found in such properties. The compensation will be according to the replacement value as decided by DSYS. In any case if he fails to pay the amount, the same will be recovered from his Security Deposit/Bank Guarantee or the firm has to pay for it separately.
  - e) Identity cards will be issued by Successful Bidder bearing the signatures of the authorized officer from DSYS. Only the personnel of the selected bidder holding the identity card will be allowed in the Academy.
  - f) Responsibilities of the selected bidder or its employees or Coaches/ Trainers:
    - I. To be present at the assigned FOP/ designated area.
    - II. To make sure that the essential equipment, are in place at the facility. Make sure that there is no obstacle or hazard at the assigned FOP/ designated area.
    - III. To ensure that the users understand the use of training equipment and make them aware of the potential accidents that may occur from use of equipment.
    - IV. To ensure basic safety and security a first aid box should be located at close proximity of the activity area where it is accessible to all.
  - g) If required, Adequate no. of CCTV Surveillances cameras along with DVR (Digital Video recorder) shall be provided by the Selected Bidder which covers the rented property with full backup of at least 30 days of recording. The bidder is allowed to take the same at the end of Contract period without damaging the premises.
  - h) The Selected Bidder shall have right to put hoardings, advertisements inside the allotted area except directional sign and board at entry only and may install LCD, Video Screen etc. inside allotted area for promotional activities preferably sports related activities.
- 2.6 The Selected Bidder shall be given rights to decide the fee payable of the activities on the basis of the participants/end users on peak hours and Non-

- peak hours during the entire duration of the contract period. However, DSYS may if require set up limits on the charges in mutual consultation with the successful bidder.
- 2.7 The cost towards development / improvements / repairs/ installations / modifications etc. for the Project shall be borne by the Selected Bidder. No reimbursement shall be done by the Authority during or after expiry of Contract Period for the investments made by the Selected Bidder during the Contract Period.
  - 2.8 The Selected bidder will be responsible for all requisite approvals, license, and permissions etc. to operate and maintain the property. DSYS will provide in a timely manner all such approvals, permissions and authorizations which the selected bidder may require or is obliged to seek from in connection with execution of the work and the performance of the bidder obligations.
  - 2.9 DSYS shall have the right to inspect the premises as and when required or felt necessary.
  - 2.10 DSYS reserves the right to standardize and regulate Zumba training program.
  - 2.11 The Selected Bidder shall not encumber the Project site under consideration by way of pledge, hypothecation, mortgage, charge, lien, sub-lease, leave and sub-license or in any other manner. The Selected Bidder shall not sub-license whole of its rights and obligations in relation to the project to any party.
  - 2.12 The Selected Bidder shall not raise any kind of finance or funding on the name of the property under any conditions whatsoever. The Selected Bidder will only be allowed to use the property on 'Right-to-use' basis.
  - 2.13 The Selected Bidder has to confine his activities only within the specified area handed over to them.
  - 2.14 The Selected Bidder must employ adult and skilled manpower only and must not employ child labor. The Selected Bidder shall engage only such workers, whose antecedents and character have been thoroughly verified and other formalities have been completed. The Selected Bidder shall be responsible to obtain all requisite approvals & permissions from the concerned authorities as may be necessary or required under various acts & laws applicable to such establishments. Selected Bidder shall follow the minimum wages act.
  - 2.15 It is to be noted that the selected bidder shall be responsible for cleaning and maintaining of the assigned facility. The Selected Bidder shall clean the assigned premises regularly/all time in order to impart training in perfect hygienic condition. The Selected Bidder shall undertake clearing of any choking in the drainages, manholes, etc., removal of beehives and cobwebs from the property and its premises, cleaning and sweeping of roof tops with brooms / mechanized sweeping, cleaning of signage. All dust bins shall be properly cleaned from inside and outside and should be emptied at the end of the day on regular basis at the designated place as informed by DSYS. The Selected Bidder shall ensure collection, screening and segregation of dry and wet garbage area. The Selected Bidder shall also ensure the segregation as per prescribed norms. Appropriate disposal at the designated place as informed by DSYS shall be the responsibility of the Selected Bidder. Selected Bidder shall in no way harm the environment of the place
  - 2.16 The Selected Bidder shall be responsible for any breakdown/shutdown of existing indoor sports facilities available in the property and shall rectify the

error on immediate basis with minimum time frame. Any delay on the above will be considered as breach of contract obligations and may lead to the termination of Contract Agreement.

- 2.17 The services, to be provided for the project by the Selected Bidder shall be in lines with the services that are generally provided in project of similar nature with best trade practices.
- 2.18 Authority may nominate representative/s of DSYS or institution nominated by DSYS. The representative reserves the right to verify and perform quality checking to ensure that the end deliverables provided by the Selected Bidder are as per the prescribed norms/ terms and conditions of the tender.
- 2.19 The Agency should maintain detailed profiles (CVs) of all Coaches & Trainer(es) along with passport size photographs, identity proof, phone numbers, cell phone numbers and residential address along with PAN Card and Aadhar Card.

### **3. Monthly Fee**

- 3.1 A consolidated Monthly Fixed Fee will be guaranteed by the bidder (s) for the Facility, mentioned as part of the RFP.
- 3.2 Monthly fixed Fee shall have to be paid in advance in respect to every month before 20th day of the previous month. The first payment shall be made within 7 calendar days from the date of signing of Contract Agreement. An Interest @12% will be charged for delayed payment.
- 3.3 The Monthly Fixed Fee shall be paid through online mode (RTGS/NEFT etc.) or any other mode of payment as acceptable to DSYS. Further, the selected bidder shall submit the receipt along with transaction details to DSYS in respect to monthly payment made.
- 3.4 The Monthly fixed fee will be increased annually by 5% during the contract/ agreement period including the extension period, if any.

### **4. Obligations of the selected Bidder**

- 4.1 Any incident of misbehavior or misconduct from the deployed workforce of the Successful Bidder towards the public shall be liable for appropriate punitive action. In case of repetition of similar fault, DSYS may decide to terminate the contract, forfeit the Security Deposit, and blacklist the Successful Bidder.
- 4.2 The selected bidder shall be allowed to do marketing and branding the form of temporary promotional banners/flex/standees in and around the academy at maximum two places. However, the branding/marketing activities should not reflect/portray the selected bidder as having joint venture or partnership of any sort with DSYS.
- 4.3 The responsibilities of watch and ward at the Academy shall rest with the Successful Bidder. Overall security of the premise will be done by DSYS. However, DSYS will not be responsible for loss/theft of any equipment/belongings of Coach/Agency or Members of the operator.
- 4.4 The selected bidder shall follow all the rules and regulation laid down by the DSYS and Government, including but not limited to hiring of staff, deployment of equipment, security and safety.
- 4.5 Conducting events in the playing area/field/yoga room in addition to regular coaching and special coaching camps, especially during summer vacations

for students can also be organized.

- 4.6 The selected bidder has the Responsibility of periodical maintenance of the facilities. Any repair or replacement or addition of facilities and other equipment may be done by the selected bidder if required at its own cost.
- 4.7 Ensure complete safety of users as per statutory guidelines:
- i. The Bidder shall be responsible for the safety of users within the designated playing area/field/court, especially females, against any harassment or misconduct, sexual harassment. Any such incident will be dealt with severity and DSYS shall be bound to take legal action against the Bidder and the responsible person.
  - ii. Handle discipline situations with courtesy and fairness.
  - iii. Respond quickly, intelligently, decisively and in accordance with established emergency and accident management procedures.
  - iv. The Successful bidder shall ensure to take all necessary measures for protection against child abuse and must follow the guideline of POCSO (Protection of Children from Sexual Offences) Act, 2012.
  - v. The Successful bidder will not allow any prohibited drug or substance by any trainee or trainer under any circumstances in the premises.
  - vi. The Successful bidder must ensure that there is no discrimination against any trainee or trainer on the basis on caste, religion, race or sex.
- 4.8 The successful bidder will be responsible for facilitating registration, fee collection from players/trainees.
- 4.9 In case of any event conducted by the selected bidder, the same shall be done under the intimation to DSYS. Further, the Selected bidder shall ensure deployment of sufficient staffs to manage the events and ensure the security and safety of entire campus including the Academy.
- 4.10 The events shall be organized in such a way that it shall not impact/deteriorate the normal functioning of DSYS in and around the Academy.

## **5. Obligations of DSYS**

- 5.1 DSYS will provide the designated area free of encumbrances.

## **6. Other Miscellaneous Work**

- 6.1 In case of any accident/ mishappening/ tribulation/ hardship/ calamity at the facility during the time allocated to the selected bidder, pertaining to any equipment or other facility, The bidder will be SOLELY responsible and shall keep DSYS fully indemnified in this regard, DSYS will not be responsible for any such accident/ mishappening/ tribulation/ hardship/ calamity, whatsoever.
- 6.2 The Selected Bidder shall not undertake following activities on the Project Site:
- Any activities resulting air and noise pollution to sports complex area.
  - Any activities creating breach of terms and conditions set out in RFP and Contract Agreement



- Any Activities of hazardous nature to environment and the Sports complex.
- Any other Un lawful activities.
- Activities involving pets and animals.
- Any activity including for baiting or any manner of gambling.
- Alcoholic Drinks and prohibited items of any manner are strictly prohibited

## **7. Timeline and Deliverables**

- 7.1 The engagement is proposed for 05 Years (Five Years) extendable by 02 Years (Two Years) from date of signing of Agreement. However, the agreement can be terminated before the end of tenure in case of unsatisfactory performance or non-compliance with the terms and conditions of the contract.
- 7.2 The selected bidder will be given a maximum of 30 days to sign the contract/ agreement from the date of award of work. However, the selected bidder will be liable to start paying DSYS (in the form of monthly fee) from the day of signing of contract/ agreement.
- 7.3 If the Bidder is not able to comply with the scheduled timeline, it will be liable for a penalty as mentioned in this document
- 7.4 Details of employee appointed by successful bidder are to be shared with DSYS.

## **8. Other Terms and Conditions of the Bid**

- 8.1 All information /details submitted to DSYS shall be supported by documentary proof duly certified by the authorized signatory of the Bidder.
- 8.2 The selected bidder shall not, without the prior approval of DSYS, incur any liability on behalf of DSYS, pledge the credit of DSYS or make any representation or give any warranty on behalf of DSYS.
- 8.3 The mere submission of Bids in response to this RFP by an Bidder , or the rejection thereof by DSY, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between DSYS and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against DSYS and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein or in respect of any act or omission or decision taken by DSYS.
- 8.4 The Bidder must strictly comply with all terms and conditions herein. DSYS reserves the right to call upon any or all the Bidder's to satisfy DSYS regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder's at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, DSYS may call upon any or all the Bidders to make a presentation to DSYS in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses or otherwise neglects to make such presentation to DSYS shall not be considered for any further evaluation and shall stand immediately disqualified.

## **9. Governing Law and Jurisdiction**

- 9.1 The RFP and the relationship between the Bidder and DSYS shall be interpreted in accordance with the laws of India. The Courts of Bhubaneswar shall have exclusive jurisdiction to adjudicate over any dispute(s) arising in relation to the RFP and/or the relationship between the Bidder and DSYS.
- 9.2 It will be the responsibility of each bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. DSYS shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made after the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to appraise itself of any legal or local operational conditions/ factors. DSYS may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach of Successful has misrepresented, or becomes bankrupt or otherwise insolvent, and/or DSYS is not satisfied with the work of the Bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DSYS. However, in the event DSYS, wishes to terminate for convenience, it shall serve a Notice within a period of 30 days to the Bidder, without any cost and/or liability.

## **10. Penalty**

- 10.1 In case the Successful Bidder fails to commence/execute the allocated activities as decided during the signing of contract or unsatisfactory performance or does not meet the statutory requirements of the contract, DSYS reserves the right to impose the penalty at 0.5% of consolidated committed monthly fee per day and shall recover the same from the monthly fee of the agency/service provider.
- 10.2 If delay continues beyond 15 days, what is stipulated in Clause 10.1, DSYS reserves the right to:
- 10.3 No Penalty will be imposed for delay attributable to DSYS or reasons which fall within the definition of Force Majeure of this RFP.
- 10.4 DSYS will intimate the successful bidder regarding the submission of amount against penalty within 15 days of the occurrence of the event. The Selected bidder shall be liable to pay such penalty within 30 working days upon receipt of demand note failure to which may lead to initiation of forfeiture of Security Deposit or proceeding for initiation of termination proceeding and takeover of property.
- 10.5 For delay in service deliverables reasons not pertaining to selected Bidder, DSYS shall take decision on extension of such timelines and levy of penalty. However, in the event DSYS considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.

## 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 Indian Partnership Act, 1932; or Society/ Trust registered under societies Act 1860 or a Proprietorship Firm.	Certificate of Incorporation/ Partnership Deed/ Society Trust Registration Documents  Copy of PAN and GST Registration Certificate
Financial Capacity	The bidder should have a minimum average annual turnover of Rs. 2 lakhs 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/ IT returns for previous five (5) financial years.  Duly attested Financial Capacity as per Annexure II by statutory auditor/CA
Bidder Experience	Previous experience of owning/ operating a minimum of 1 Zumba center having certified Zumba trainers with minimum area of 100 sq m for a minimum continuous duration of 2 year in the state of Odisha during the last 5 FY.	Relevant documents to prove the bidder experience.

## F. Evaluation Criteria

Criteria	Qualification Criteria	Max Marks	Documentary Evidence
Financial Capacity	<p>The bidder should have a minimum average annual turnover of Rs. 5 lakhs over any of the three financial years during the last five years up to year ending FY 2022-23.</p> <ul style="list-style-type: none"> <li>More than 2 lakhs to Less than 5 lakhs : 10 Marks</li> <li>More than 5 lakhs to Less than 10 lakhs:15 Marks</li> <li>More than 10 Lakhs – 20 Marks</li> </ul>	20 Marks	<p>Certificate from statutory auditor/CA certificate/ audited financial statements for previous five (5) financial years.</p> <p>Duly attested Financial Capacity as per Annexure II by statutory auditor/CA</p>
Bidder Experience	<p>Previous experience of owning/ operating a Zumba Center of minimum 100 sq m in the state of Odisha during the last 5 FY.</p> <p>1 Zumba Center of 100 Sq M – 10 Marks</p> <p>Additional 5 marks for each additional Zumba Center to a maximum of 10 marks.</p>	20 Marks	Relevant documents to prove the bidder experience.
Years of Experience	<p>No of Years of Experience in Operating Zumba Center</p> <ul style="list-style-type: none"> <li>2 years: 10 Marks</li> </ul> <p>Additional 5 marks for each additional years of experience in operating Zumba Center to a maximum of 10 marks.</p>	20 Marks	Relevant documents to prove the bidder experience.
Field Visit Report	<p>A committee shall visit any of the ongoing Zumba centers and shall evaluate the agency on training quality, manpower quality, number of enrollments, hygiene maintenance and feedback from the stakeholders.</p> <p>In addition to the field visit, the department may also request the bidding agency to provide a technical presentation, if required at the sole discretion of DSYS.</p>	40	List of Ongoing Projects with address and details of point of contact for these projects shall be submitted as part of the technical proposal.
Total Marks		100 Marks	
Qualifying Marks for financial bid opening		60 Marks or More	

## **F. General Terms and Conditions of Contract**

### **1. General Provisions**

- 1.1 Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services / supplies to DSYS, shall invite all or any actions / sanctions, as the case maybe. The decision of DSYS arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any Bidder to put pressure of any kind, may disqualify the Bidder for the present RFP and the Bidder may also be liable to be debarred from bidding for DSYS/DSYS RFPs in future for a period of at least three years.
- 1.2 DSYS reserves the right to modify and amend any of the stipulated condition/criterion given in this RFP, depending upon project priorities vis-à-vis urgent commitments.
- 1.3 DSYS also reserves the right to accept/reject a bid, to cancel/abort RFP process and/or reject all bids at any time prior to award of work without thereby incurring any liability to the affected agencies on the grounds of such action taken by DSYS.
- 1.4 DSYS may not award any work to any Bidder at its own discretion without assigning any reason thereof.
- 1.5 Any default by the Bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 1.6 The decision of DSYS arrived during the various stages of the evaluation of the bids will be final & binding on all Bidders. Any representation towards these shall not be entertained by DSYS. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned Bidder.
- 1.7 In case the Bidder is found in-breach of any condition(s) of RFP at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- 1.8 Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on DSYS.
- 1.9 Bidders are requested to share information which is true and based some tangible proofs.

### **2. Handover after completion/termination of the contract.**

- 2.1 After completion/Termination of the Contract, Selected Bidder will Handover the academy to DSYS in the same or better condition in which it was handed over to the Bidder by DSYS.

### **3. Representation and Warranties**

- 3.1 DSYS, along with its employees, representatives, advisers, makes no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

### **4. Indemnification and Liabilities**

- 4.1 The Bidder shall fully indemnify, hold harmless and defend DSYS and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third-party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to:
- a) Any breach of any representation or warranty of the Bidder contained in the RFP,
  - b) Any breach or violation of any covenant or other obligation or duty of the Bidder under this RFP. DSYS accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 4.2 The Successful Bidder shall at all times indemnify and keep indemnified DSYS against all claims/third party claims/damages etc. For any infringement of Intellectual Property Rights (IPR) while providing its services under the Project.
- 4.3 The Successful Bidder shall at all times indemnify and keep indemnified DSYS against any claims in respect of any damages or compensation payable in consequences of any accident, demise, or injury sustained or suffered by its (the Successful Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Successful Bidder/Service provider.
- 4.4 The Successful Bidder shall at all times indemnify and keep indemnified DSYS against and any claims by Employees in respect of wages, salaries, remuneration, compensation or the like.
- 4.5 All claims regarding indemnity shall survive the termination or expiry of the Contract.

## **5. Termination**

- 5.1 Either Party may terminate this Agreement by serving prior written Notice of 60 days to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

5.2 By DSYS

DSYS may terminate this Contract in case of the occurrence of any of the events specified in paragraphs of this Clause 5.2. In such an occurrence DSYS shall give a not less than thirty (30) days' written Notice of termination to the Successful Bidder/service provider. The selected bidder will have no right to claim any compensation.

- a) If the selected bidder does not remedy a failure in the performance of their obligations under the Contract, within twenty-four (24) hours after being notified or within any further period as DSYS may have subsequently approved in writing.
- b) If the selected bidder becomes insolvent or bankrupt.
- c) If the Selected bidder, in the judgment of DSYS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the selected bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If DSYS, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. In such an occurrence DSYS shall give a written Notice of termination of not less than thirty (30) days to the Agency.



- f) If the selected bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- g) If any information provided by the selected bidder in the RFP submission is found to be false later on.
- h) If the selected bidder creates any encumbrance on the Project Site/Project Facility

### 5.3 By Selected Bidder

The selected bidder may terminate this Contract, by not less than sixty (60) days' written notice to DSYS, such notice to be given after the occurrence of any of the events specified in paragraphs of this Clause 5.3.

- a) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- b) If the selected bidder, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. In such an occurrence the selected
- c) bidder shall give a not less than sixty (60) days written Notice of termination to DSYS.

## 6. Force Majeure.

6.1 For purposes of this Clause, 'Force Majeure' means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions, lockdowns and freight embargoes. The Successful Bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.

6.2 If a Force Majeure situation arises, the Successful Bidder shall promptly notify DSYS in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by DSYS in writing, the Successful Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, DSYS may at its option terminate the contract without any financial repercussion on either side.

6.4 In case due to a Force Majeure event, DSYS is unable to fulfill its contractual commitment and responsibility, DSYS will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

### 6.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, and timely intimation by the firm as mentioned in clause 6.2, the Authority shall assess the situation and then decide the application of Force Majeure. Once the duration is defined under the Force Majeure Category/ situation no payments are expected to be made by the selected bidder.

## 7. Corrupt or Fraudulent Practices

- 7.1 It is required by all concerned namely the Bidders /Successful Bidder etc. to observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, DSYS: a) “corrupt practice” means (I)the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the
- a) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices or undesirable practice or restrictive practice in competing for the contract in question;
  - b) Will declare the agency/coach ineligible or debar/blacklist, either indefinitely or for a stated period of time, to be awarded a contract by DSYS if it at any time determines that the agency/coach has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.
  - c) For the purpose of this clause (i) the following terms shall have the meaning hereinafter respectively assigned to them:
    - I. “corrupt practice” means (I)the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DSYS who is or has been associated in any manner, directly or indirectly, with the Selection Process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DSYS, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (II) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a Legal, Financial or Technical Adviser of DSYS in relation to any matter concerning the Project;
    - II. “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
    - III. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process;
    - IV. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DSYS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of /Interest; and
    - V. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidder s with the objective of restricting or manipulating a full and fair competition in the Selection Process.



## **8. Confidentiality.**

- 8.1 The Bidder agrees and acknowledges that this RFP is confidential and the Bidder, by downloading the RFP document, agrees and undertakes that nothing contained in this RFP shall be disclosed in any manner whatsoever, except to the financial and legal advisors of such Bidder. The undue use by any Bidder of confidential information related to the Bid process may, at the sole discretion of DSYS, result in the rejection of its Bid. The Bidder shall further ensure that such financial and legal advisors or any other employees, representatives of the Bidder maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.
- 8.2 The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of DSYS. The Bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the Bidder and DSYS. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of DSYS or its successors or assignees, including work product prepared at DSYS's expense, for other clients of the Bidder without the prior written approval of DSYS. The Bidder is not authorized to identify DSYS as a client for the purposes of marketing or for advertising, without the prior written approval of DSYS. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on behalf of DSYS or any copies thereof to DSYS. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship with DSYS without the prior written approval of DSYS.
- 8.3 All information and documents that are furnished by the Bidder will be treated as strictly confidential by DSYS and shall not be disclosed by DSYS to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required under Applicable Law.

## **9. Taxes and Duties.**

- 9.1 The total consolidated Monthly Fee agreed as part of this contract shall be exclusive of GST, statutory taxes, duties, cess and levies in India during the contractual period which will be paid extra by the Agency, at the rate applicable on the date of invoicing.

## L. List of Annexures

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

## Annexure-I: Tender Submission Letter

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

**Sub:** RFP to appoint an operator to operate and maintain space for Zumba at Multi-Purpose Indoor Stadium facilities in Bhubaneswar MC - Pokhariput on monthly rental fee model for DSYS, Government of Odisha.

**Ref:** RFP No. SYS-COACHIII-MISCS-0003-2024-/SYS Dt.1-03-2024

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 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: Format for Financial Capacity**

<b>Financial Year</b>	<b>Annual Turnover of the Bidder</b>
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-III: Registration Certificate of the company**

Registration Certificate to be included

## Annexure-IV: 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 RFP to appoint an operator to operate and maintain space for Zumba at Multi-Purpose Indoor Stadium facilities in Bhubaneswar MC - Pokhariput on monthly rental fee model for DSYS, Government of Odisha.

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 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 V: 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 VI: 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 Zumba Center which are owned/ operated by the bidder.	
13.	Declaration of the bidder that no case/dispute/claim with arbitration court/consumer forum etc. are pending as on date of release of RFP (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

.....

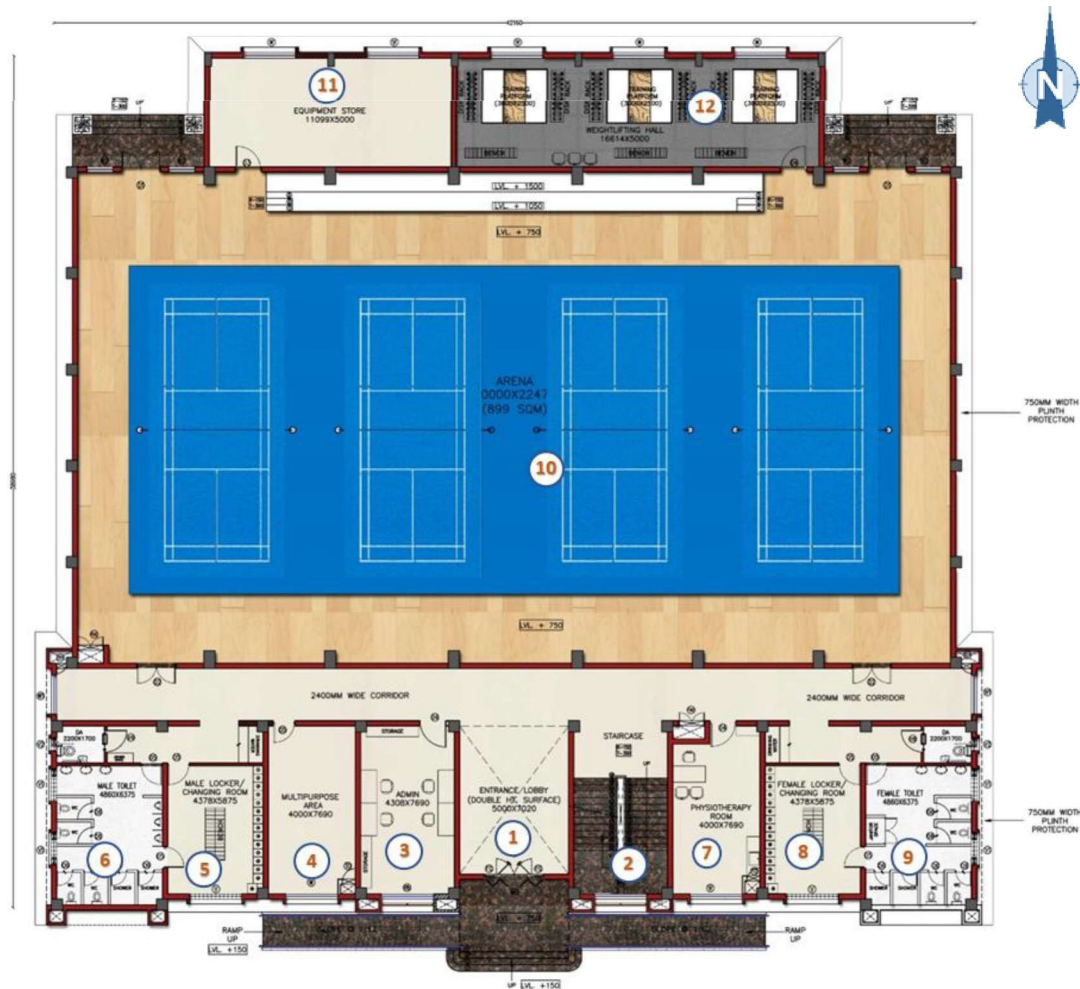
Name and Signature of the  
Authorized Signatory

## **Annexure VII: Details of Multi Purpose Indoor Stadium**

### **Municipal Corporation Model**



# 0 3 B **FLOOR PLAN** **GROUND FLOOR PLAN**

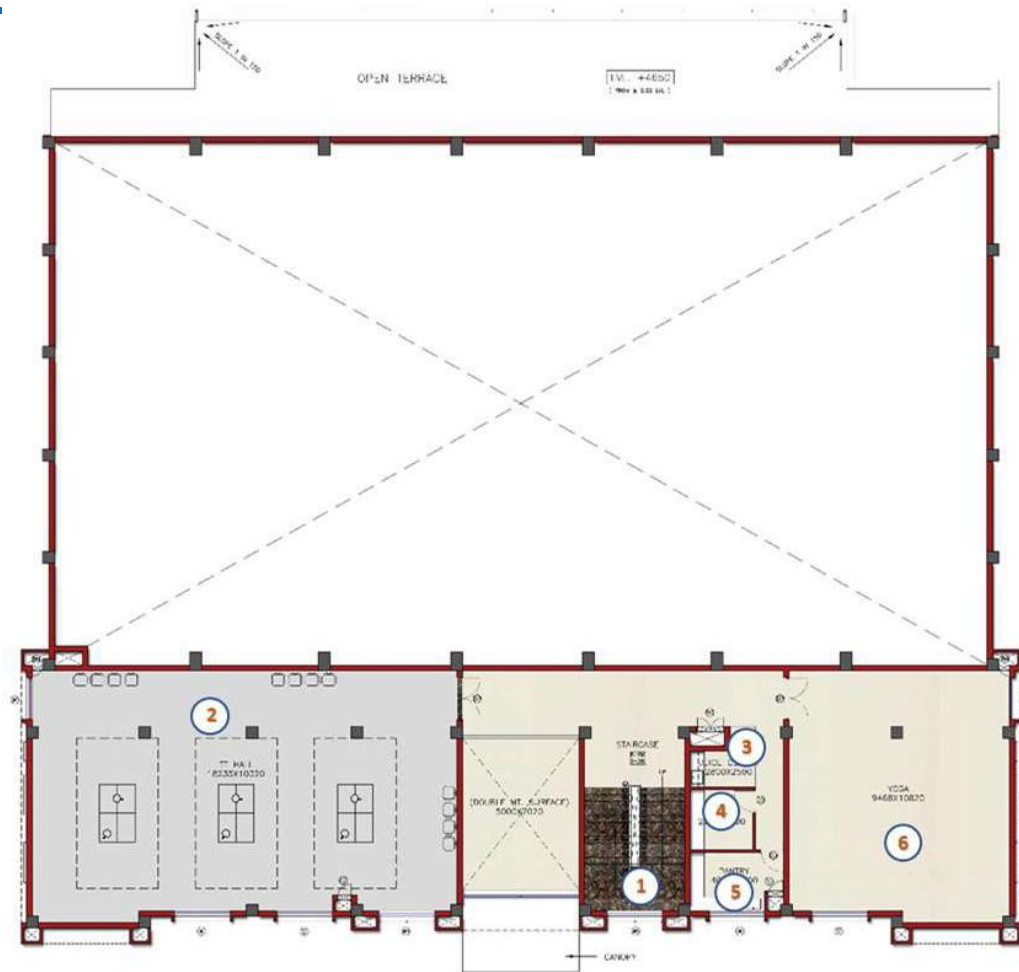


1. Entrance Lobby (5000 x 7020) mm
2. Staircase
3. Admin ( 4308 x 7690) mm
4. Multi-purpose (4000 x 7690) mm
5. Male Locker Room (4378 x 5875) mm
6. Male Toilet (4860 x 6375)  
DA ( 2200x1700)
7. Physiotherapy Room (4000 x 7690) mm
8. Female Locker Room (4378 x 5875) mm
9. Female Toilet (4860 x 6375) mm  
DA (2200 x 1700) mm
10. Arena (40000 x 22470) mm
11. Equipment Store (11099 x 5000) mm
12. Weightlifting Hall (16614 x 5000) mm

**Total Built-up Area: 1578 Sqm.**

0  
3  
B

## FLOOR PLAN FIRST FLOOR PLAN

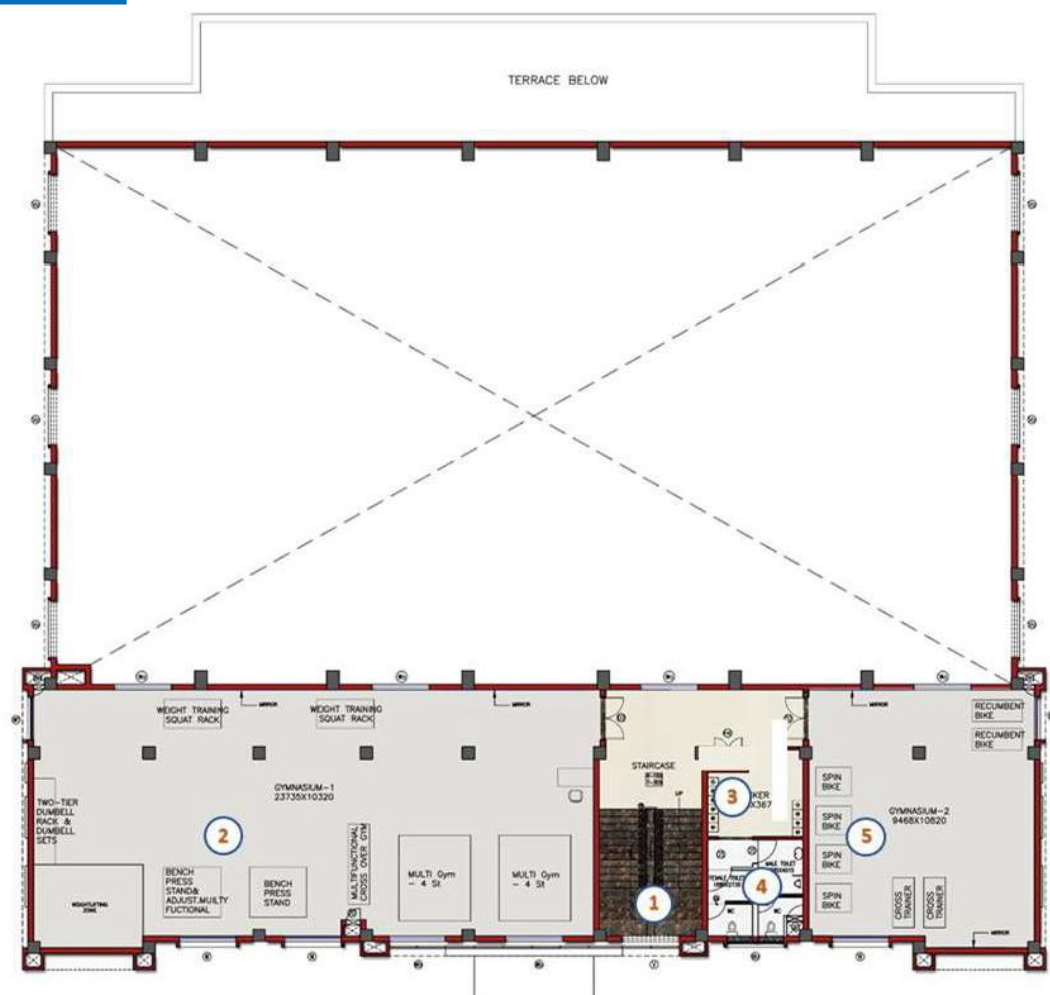


1. Staircase
2. TT Hall (18235 x 10320) mm
3. Juice Center (2800 x 2590) mm
4. Store (2685 x 2600) mm
5. Pantry (4000 x 2500) mm
6. Zumba Room (9468 x 10820) mm

**Total Built-up Area: 465 Sqm.**



## 03B FLOOR PLAN SECOND FLOOR PLAN



1. Staircase
2. Gymnasium 1 (23735 x 10320) mm
3. Locker Room (4000 x 3675) mm
4. Toilet
5. Gymnasium 2 (9468 x 10820) mm

**Total Built-up Area: 470 Sqm.**

The Multipurpose Indoor Stadiums across Odisha are built in two design model: Municipal Corporation (MC) Model which is a two-floor model & Notified Area Committee (NAC) Model which is a single floor model.

As part of the current RFP, the Zumba Room having dimensions of ( 9468 X 10820) mm at Bhubaneswar MC - Pokhariput Multi-Purpose Indoor Stadium is available for being rented out by eligible bidders to provide Zumba Training. To better understand the infrastructure, all bidders are encouraged to visit the MPIS.

### Annexure VIII: Work experience Format

Years	Organization Name	Similar Works Experience (Owning/ Operating Zumba Centers)	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: Financial Proposal Form

(To be submitted in a separately sealed envelope and not as part of the Technical Proposal)

Sl. No.	Description	In Figures	In Words
1	Monthly Fixed Fee	To be Quoted	To be Quoted

### Notes:

- 1) Monthly Fixed Fee to be quoted as the bidding parameter. This shall be exclusive of any other charges of electricity, water and any other consumables.
- 2) Monthly fixed fee will be escalated by 5% annually.
- 3) Successful bidder shall be the one who quotes the highest monthly fixed fee.
- 4) Financial proposal is to be submitted separately and not as part of the Technical Proposal.
- 5) The financial proposal shall be valid for a period of 180 days from the date of submission. If accepted, the applicable rates shall be valid for a period of 12 months from the date of award of supply order. However, owing to special circumstances, DSYS, Govt. of Odisha reserves option to have a new rate contract for additional items or purchase by issuing another tender.
- 6) In case the preferred bidder is unable to provide the agreed scope of work, as per specifications and/or within stipulated time DSYS, Govt. of Odisha reserves the right to negotiate with the next preferable bidder.



## Annexure X: 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 our .....Branch 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 XI: Format of Pre-Bid Queries

To

Joint Secretary

Sports & Youth Services Department, Govt.

of Odisha, Nayapalli, Bhubaneswar - 751012

**Sub: RFP to appoint an operator to operate and maintain space for Zumba at Multi-Purpose Indoor Stadium facilities in Bhubaneswar MC - Pokhariput on monthly rental fee model for DSYS, Government of Odisha.**

Ref: RFP No. SYS-COACHIII-MISCS-0003-2024-/SYS,Dt 15/03/2024

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.

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

Yours faithfully,

Authorized Signatory

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

*Note: On the Letterhead of the Bidder*

**Annexure XII: Format of Contract****DRAFT CONTRACT AGREEMENT**

Contract No \_\_\_\_\_ dated \_\_\_\_\_

This is in continuation to this office's Notification of Award No. \_\_\_\_\_ dated \_\_\_\_\_

1. Name & Address of the Successful Bidder: \_\_\_\_\_
2. DSYS's Bidding Document/RFP No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by DSYS.
3. Successful Bidder Bid No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the Successful Bidder and DSYS in connection with this Bid.
4. In addition to this Contract Agreement Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
  - General Terms and Conditions of Contract as mentioned in above RFP
  - Scope of Services as mentioned in Terms of Reference of the RFP
  - Other Terms and Conditions of the RFP and Bid;
  - Bid Form furnished by the Successful Bidder
  - Price Schedule(s) furnished by the Successful Bidder in its Bid;
  - DSYS's Notification of Award
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

Brief description of services	Monthly Fixed Fee ( Quoted by the Successful Bidder)	Period of contract	Total estimated contract value

Taxes, if any \_\_\_\_\_

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

- (i) Period of contract:
- (ii) Details of Performance Security:
- (iii) Payment terms:

\_\_\_\_\_  
 (Signature, name and address  
 of the DSYS's authorised official)

For and on behalf of \_\_\_\_\_

Received and accepted this contract

---

(Signature, name and address of the  
Successful Bidder executive  
duly authorised to sign  
on behalf of the Successful Bidder)

For and on behalf of \_\_\_\_\_

(Name and address of the Successful Bidder)

---

(Seal of the Successful Bidder)

Date: \_\_\_\_\_

Place: \_\_\_\_\_A