

No. 79

Date: 27/04/23



**EXPRESSION OF INTEREST (EOI)**

**FOR**

**SELECTION OF AGENCY FOR MANAGEMENT, OPERATION AND MAINTENANCE  
OF THE DISTRICT SPORTS COMPLEX, JAJPUR ON LEASE**

***Issuer:***

**District Sports Officer, Jajpur,**

Government of Odisha

Tel: 06728-222001,

Email: [dm-jajpur@nic.in](mailto:dm-jajpur@nic.in)

[dsojajpur@gmail.com](mailto:dsojajpur@gmail.com)

**Address for Communication & Submission of Documents**

**District Sports Officer, Jajpur,**

Third Floor, Collectorate Building, Jajpur

Jajpur Town, Jajpur – 755001

Email: [dm-jajpur@nic.in](mailto:dm-jajpur@nic.in)

[dsojajpur@gmail.com](mailto:dsojajpur@gmail.com)

27 April 2023

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**DATA SHEET**

Sl. No.	Particular	Details
1.	Name of the Client	District Sports Officer, Jajpur,
2.	Date of Issue of EOI	28-04-2023
3.	Proposal Due Date	17-05-2023 (14.00 hrs.)
4.	Date of opening of Proposals	18-05-2023 (11.00 hrs.)
5.	EOI Processing Fee (Non-Refundable)	Rs.5,000/- (Rupees five Thousand only) remitted through demand draft drawn in favour of "District Sports Officer, Jajpur," payable at "Jajpur Town"
6.	Earnest Money Deposit (EMD) (Refundable)	Rs.1,00,000/- (Rupees One Lakh only) in shape of TDR/FD/Postal deposit duly pledged in favour of "District Sports Officer, Jajpur," from any nationalized scheduled bank/Post office.
7.	Contact Person	District Sports Officer, Jajpur, Third Floor, Collectorate Building, Jajpur Jajpur Town, Jajpur – 755001 Email: <a href="mailto:dm-jajpur@nic.in">dm-jajpur@nic.in</a> <a href="mailto:dsojajpur@gmail.com">/dsojajpur@gmail.com</a>
8.	Address for Hard Copy Submission of Proposal	District Sports Officer, Jajpur, Third Floor, Collectorate Building, Jajpur Jajpur Town, Jajpur – 755001 Email: <a href="mailto:dm-jajpur@nic.in">dm-jajpur@nic.in</a> <a href="mailto:dsojajpur@gmail.com">/dsojajpur@gmail.com</a>  Mode of Submission: Speed Post / Registered Post (India post) only to the address as specified above during the office hour only and per schedule mentioned above.
9.	Place of Opening of Proposal:	Collector Conference Hall, Third Floor, Collectorate Building, Jajpur – 755001 Email: <a href="mailto:dm-jajpur@nic.in">dm-jajpur@nic.in</a> <a href="mailto:dsojajpur@gmail.com">/dsojajpur@gmail.com</a>
10.	EOI can be downloaded from the website:	<a href="https://jajpur.nic.in">https://jajpur.nic.in</a>

**SECTION - 1**  
**LETTER OF INVITATION**

## INVITATION FOR EXPRESSION OF INTEREST

### EXPRESSION OF INTEREST (EOI)

For

Selection of Agency for Management, Operation and Maintenance of the District Sports Complex, Jajpur on lease.

1. **District Sports Officer, Jajpur** invites Expression of Interest in sealed packet (single) and in prescribed format from interested Individuals / Companies / Firms / Sports Management Agencies for “**Selection of Agency for management, operation and maintenance of the District Sports Complex, Jajpur on lease**”, in accordance with the formats, terms and conditions of the EOI. More details on the proposed details are provided in this EOI Document. The agency is advised to examine carefully all instructions in the EOI Document.
2. The EOI will be available for download, free of cost, at <https://jajpur.nic.in>. All applicants must submit a sum of **Rs.5,000/- (Rupees five thousand only)** towards the cost of processing the EOI document in the form of Demand Draft only issued by any Nationalized or Scheduled Bank having branch at Jajpur Town duly pledged in favour of “**District Sports Officer, Jajpur,**” payable at “**Jajpur Town**” along with their Proposal as per the conditions outlined in this EOI.
3. Sealed envelope marked to the captioned address, containing EOI and non-refundable fee may be submitted by Speed Post / Registered Post (India post) mentioning “*EOI for Selection of Agency for management, operation and maintenance of the District Sports Complex on lease*” on the top cover:  
“**District Sports Officer, Jajpur, Third Floor, Collectorate Building, Jajpur Jajpur Town, Jajpur – 755001, Email: [dm-jajpur@nic.in](mailto:dm-jajpur@nic.in) or [dsojajpur@gmail.com](mailto:dsojajpur@gmail.com)**”
4. The proposal completes in all respect as specified in the EOI document must be accompanied with the proof of remitting EOI Processing Fees and EMD failing which the proposal will be rejected.
5. The complete EOI document can be viewed / downloaded from district portal of Jajpur <https://jajpur.nic.in> from **28-04-2023 (11.00 Hrs. IST) to 17-05-2023 (17.00 Hrs. IST)**.
6. The last date and time for submission of EOI complete in all respects is **Dt.17-05-2023 (14.00 Hrs. IST)**, the date of Opening of the Proposal is **Dt.18-05-2023 (11.00 Hrs. IST)** in the presence of the applicant’s representative at the specified address as mentioned in the Data Sheet. Representatives of the applicant may attend the meeting with due authorization letter on behalf of the applicant.
7. The EOI Document containing the details of qualification criteria, submission requirement, brief objective & scope of work and method of evaluation etc. is enclosed

8. The District Administration, Jajpur or any of its designates reserves the right to cancel this request for EOI and/or invite afresh with or without amendments, without liability or any obligation for such request for EOI and without assigning any reason. Information provided at this stage is indicative and District Administration, Jajpur reserves the right to amend/add further details in the EOI.

While all information/data given in the EOI are reasonable within the consideration of scope of the proposed project to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information, and it is the responsibility of the applicant to check the validity of information/data included in this EOI. The Client reserves the right to accept/reject any/all proposals cancel the entire selection process at any stage without assigning any reason thereof.

Interested applicants may download the Expression of Interest documents (the "EOI" document) from the above website to see further details for participation in the online bidding.

**Name & Address of the Officer Inviting EOI:**

**District Sports Officer, Jajpur,**

Third Floor, Collectorate Building, Jajpur

Jajpur Town, Jajpur – 755001

Email: [dm-jajpur@nic.in](mailto:dm-jajpur@nic.in) or [dsojajpur@gmail.com](mailto:dsojajpur@gmail.com)

  
**District Sports Officer  
Jajpur**

**SECTION - 2**

**INFORMATION TO THE APPLICANTS**

## 1. BASIC INFORMATION

### 2.1 Name of Work:

Management, Operation and maintenance of sports facilities in the District Sports Complex at Jajpur Town, Odisha, on lease for an initial period of 5 (five) years and to provide training facilities to the athletes, sports persons & general public.

### 2.2 Period of Contract:

The initial period of the contract shall be, unless determined otherwise under any provisions hereinafter contained in that behalf, for a period of 5 years from the date of commencement of contract.

### 2.3 Scope for Extension of the Contract:

On satisfactory completion of the initial period of the contract, the same may be extended for further five (05) years with the approval of District Sports Officer, Jajpur if found feasible. However, such extension will not be a matter of rights of the lessee.

### 2.4 Eligibility Criteria:

Following will be the minimum pre-qualification criteria. Each eligible applicant should possess all the following pre-qualification criteria. Responses not meeting the minimum pre-qualification criteria will be rejected and will not be evaluated.

Sl. No.	Pre-qualification Criteria	Supporting Document	Compliance
1.	The applicant must be a Company as registered under Indian Companies Act, 2013 or a Society registered under The Societies Registration Act, 1860 or a Trust registered under the Indian Trusts Act, 1882 or a Partnership Firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008 or A sole proprietorship or sole trader registered under GST Act 2017.	Copy of the Certificate of Incorporation/Partnership Deed/Trust deed/Society Registration Deed/GST Registration or any such document.	
2.	The applicant should have a registered office with legal presence in India and have valid PAN, GSTIN number as applicable	Supporting documents should be attached	
3.	The firm should be in the business of providing similar services for at least 03 consecutive years prior to the year 2023-24.	Certificate by a Company Secretary in practice.	
4.	The applicant should be a profitable organization and should not have incurred loss in any of the previous three consecutive Financial Years.	Format-3 need to be certified & validated by the Chartered Accountant (CA) in practice.	

5.	The firm should not have been blacklisted by any Central Govt. / State Govt. / PSU/Govt. Bodies	Certificate signed by the Authorized signatory
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## 2.5 Evaluation Criteria and Method of Evaluation:

- a. Screening of EOIs shall be carried out as per eligibility conditions mentioned in this document and based on verification of testimonials submitted.
- b. EOI will be evaluated for shortlisting inter-alia based on their past experience of handling similar type of project, strength of their manpower, financial strength of firm and presentation/proposal to the selection committee whose decision will be final.
- c. Agencies who qualify as per the eligibility conditions will be provided a brief about the project. The agencies may be required to make a presentation, if required, to the selection committee show-casing their proposals.

## 2.6 Cost of EOI Document:

The EOI will be available for download, free of cost, at <https://jajpur.nic.in>. All the applicants must submit a sum of **Rs.5,000/- (Rupees five thousand only)** towards the cost of processing the EOI document in the form of Demand Draft only issued by any Nationalized or Scheduled Bank having branch at Jajpur Town duly pledged in favour of "District Sports Officer, Jajpur," payable at "Jajpur Town"

## 2.7 Earnest Money Deposit (EMD):

The applicant must furnish, as part of the EOI, an Earnest Money Deposit (EMD) amounting to **Rs.1,00,000/- (Rupees one lakh)** only in shape of TDR/FD/Postal deposit duly pledged in favour of "District Sports Officer, Jajpur," from any nationalized scheduled bank/Post office.

The EMD of unsuccessful applicants shall be refunded after finalization of selection process and award of contract. The EMD of the successful applicant will be released only after successfully completion of 1st year of the project.

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

- Applicant withdraws or modifies (not acceptable to Client) its proposal during the proposal validity period as specified in EOI.
- In case successful applicant fails to honour his / her / their offer if accepted by client as per EOI submitted by the applicant within 15 days from the date of receipt of the letter of Acceptance.
- Conditional offer has been given by the applicant.
- Applicant does not respond to requests for clarification of its proposal.
- Applicant fails to provide required information during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualification.
- If the applicant fails to:
  - Provide any clarifications to the Client,
  - Agrees to the decisions of the contract negotiation meeting,

- Sign the contract within the prescribed time period,
  - Any other circumstance which holds the interest of the Client during the overall selection process,
- If the successful applicant fails to submit the stipulated Security Deposit within 15 days, the contract may be terminated duly forfeiting EMD and other dues, if any payable against this contract.

## 2.8 Security Deposit:

I. The amount of Security Deposit shall be **₹20,00,000/- (Rupees twenty lakhs only)**. The lessee shall be required to submit one time security deposit (S.D.) in advance in the form of FDR from a Scheduled Commercial Bank / Nationalized Bank within 15 days from date of receipt of Letter of Acceptance (L.O.A.) payable in favour of "District Sports Officer, Jajpur" of **6 (six) years** validity.

### II. *Forfeiture of Security Deposit:*

The Security Deposit may be forfeited on the following grounds:

- a) If the successful applicant fails to execute the contract documents within a month from the date of receipt of LOA.
- b) In case the contract is not successfully completed.
- c) The client shall have right to adjust the Security Deposit, in part or in full, for any loss sustained by the client and dues whatsoever arising out of this contract, or any other contract between the parties hereto, or due to any breach of the agreement.
- d) If service is discontinued before expiry of contract tenure.

## 2.9 Commencement of Contract:

The Commencement of contract will be within 30 days from receipt of the Letter of Acceptance (LOA). The lessee must submit the security deposit within 15 days from LOA for agreement to be processed.

## 2.10 Documents to be submitted:

- A) Filled in Bid Submission Check List in Original (**Annexure-I**)
- B) Application / Covering Letter as per **Format-1** duly filled in.
- C) EOI Processing Fee & Earnest Money Deposit (EMD) as applicable
- D) Document towards legal status of applicant / applying firm – In case of:
  - **Partnership firms** – Copy of Partnership Deed.
  - **Co-operative Society** – Copy of Registration Certificate.
  - **Joint Stock Companies** – Copy of certificate of Incorporation.
  - **Sole proprietorship firm** – Certificate from a Chartered Accountant / Certificate of Enlistment or any other documents which proves the firm as Sole Proprietor.
  - **Individuals** – Identity & Address proof.
- E) Copy of PAN/TAN.
- F) Copy of Goods and Services Tax Identification Number (GSTIN)

- G) Copy of the latest GST Return filed.
- H) Copy of audited Balance sheet and Profit & Loss Account and ITR for last consecutive 03 (three) financial years of the applicant / applying firm. (In case the Balance sheet and Profit & Loss account for last completed financial year is not available at the time of submitting the EOI, the same for the previous financial year will also be taken into consideration.)
- I) Organizational Details of the bidder/applicant (*Format-2*).
- J) Financial Details of the bidder/applicant (*Format-3*).
- K) Power of Attorney in favour of applicant in case the bid is submitted on behalf of Partnership firms / Co-operative Society / Joint Stock Companies
- L) Self-Declaration on Conflict of Interest (*Format-4*).
- M) Undertaking for not having been blacklisted by any Central/State Government/Any other Autonomous Bodies/ International & National Organization in the recent past.
- N) Duly filled in Technical Proposal Form (*Format-5*).
- O) Entire EOI document sketch plan duly signed & stamped with date in each page by authorized signatory.

**Note: All the Photocopy of documents attached need to be self-attested by the authorized signatory with stamp & date.**

#### **2.11 Procedure for submission of the EOI:**

Duly filled in covering letter (Format-1) and entire EOI document signed & stamped in each page along with the self-attested photocopy of documents as sought for (as detailed in sl. no. 2.10), EOI processing fees and EMD etc. should be enclosed in a sealed cover superscribing **<Proposed Project Name>** on the top cover and submitted by Speed Post / Registered Post (India post) with addressed as given in the data sheet.

#### **2.12 Opening of proposals:**

- i. Opening of Proposals will be done as per the scheduled date and time.
- ii. The proposals received as mentioned in data sheet on **Dt.18-05-2023 at 11.00 Hrs.** Indian Standard Time will be opened by the Client in presence of the Applicant/ authorized representatives at the location, date and time specified in the Data Sheet.
- iii. The Client will constitute an Evaluation Committee to evaluate the proposals submitted by applicants. Only one representative with proper authorization letter from the participating organization will be allowed to witness the opening of proposals.
- iv. For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the EOI shall be considered non-responsive.

#### **2.13 Instructions to Applicants:**

- Applicants are advised to download EOI documents well in advance and submit the offer before the stipulated time. It is the responsibility of the applicant to check any correction, or any modifications published subsequently in Web site and the same shall be taken into account while submitting the EOI document. Applicants shall download corrigendum (if any), print it

out, sign and attach it with the main EOI document. EOI document not accompanied by published corrigendum/s will be liable to be rejected. The client will not be responsible for any delay in downloading of EOI document from the internet.

- The applicant may please note that the rate quoted should be written both in figures and in words. In case of difference in the quoted rate written in figure and in words, the higher rate will be considered as the offered rate.
- Applicant should not use red and/or green ink in the EOI document. Offers using red and/or green ink may be summarily rejected. Each page of EOI document should be signed by the bidder/applicant.
- Applicant/s are free to download EOI document at their own risk and cost for the purpose of perusal as well as for using the same as EOI document for submitting the offer.
- If any change/addition/deletion is made by the bidder/applicant in EOI document and the same is detected at any stage even after the award of the tender, full earnest money deposit will be forfeited, and the contract will be terminated.
- The lessee shall be liable to pay all taxes, cess, etc. as applicable from time to time for all services rendered by him. There will be no tax liability of District Administration/DSO whatsoever on this account.
- The client reserves the right to summarily reject any or all the offers received in response to this Expression of Interest without assigning any reason thereof.
- Photocopies of all the documents, submitted by the applicant, should be self-attested with stamp & date, unless required to be attested by notary public by other conditions of bid.
- Late Proposals: Any proposal received by client after the time for submission of bids will be returned to the Bidder/applicant in unopened / sealed condition, or in the condition in which it is received.
- The applicant shall clearly specify whether the bid is submitted on his own or on behalf of a partnership concern. If the bid is submitted on behalf of partnership concern, the bidder/applicant should submit an authorization from partners authorizing him / her to sign the EOI documents on behalf of partnership firm. The bidder/applicant shall submit certified copy of the Partnership deed and the latest true extract showing the details of Partners issued by the Registrar. The bidder/applicant shall also be required to submit the original Agreement of Partnership with the embossment of common seal, as and when demanded, for verification purpose only.
- The applicant whether sole proprietor, a limited company or a partnership firm / society if they want to act through agent or individual partner(s) should submit along with the bid, a power of attorney duly authenticated in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the bid, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
- Any ambiguous offer or conditional offer shall be rejected without assigning any reason.
- If a bidder/applicant expires after the submission of the bid or before the acceptance of his bid/proposal, the client may deem such bid or contract as cancelled. If a partner of a firm expires after submission of his/their bid or before acceptance of his/their bid, the client may deem such bid or contract as cancelled unless the firm retains its original character.

- The applicant should inspect the site of work and satisfy themselves regarding local conditions, nature & volume of work to be dealt with to enable them to quote the rate.

#### **2.14 Contract Negotiation:**

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/applicant. The bidder/applicant will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the project. Representative conducting negotiations on behalf of the bidder/applicant must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

#### **2.15 Award of Contract:**

After completion of the contract negotiation stage, the Client will notify the successful bidder/applicant in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders/applicants about the result of the selection process. The successful bidders/applicants will be asked to sign the contract after fulfilling all formalities within 07 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for **60 (sixty) Months** from the date of effectiveness of the contract and will be extended on mutual consent.

#### **2.16 Validity of Proposal:**

- The proposal to be submitted shall indicate that it would remain valid for a minimum period of **45 (forty-five) days** from the bid/proposal opening date. District administration/DSO reserves the right to summarily reject all such proposals which do not meet the requirement as mentioned.
- Prior to the expiry of the original Proposal Validity Period, District Administration/DSO may extend the period of validity for a specified additional period. A Bidder/applicant agreeing to the request will not be allowed to modify its proposal but would be required to extend the validity of its earnest money for the period of extension and comply with relevant clause of this document in all respects.
- The successful Bidder/applicant shall extend the Proposal Validity Period till the date of execution of the Agreement.

#### **2.17 Conflict of Interest:**

Conflict of interest exists in the event of:

- Conflicting project, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder/applicants.
- Consultants, agencies or institutions (individuals or organizations) who have a business or family relation with the Client directly or indirectly; and
- Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders/applicants are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

#### **2.18 Disclosure:**

- a. Bidders/Applicants have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder/applicant or termination of its contract.
- b. Bidders/Applicants must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder/applicant, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's/applicant's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- c. Bidders/Applicants must disclose if they have been convicted of, or are the subject of any proceedings relating to:
  - i. A criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct.
  - ii. corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract.
  - iii. Failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

#### **2.19 Anti-corruption Measure:**

- a. Any effort by Bidder(s) /Applicant(s) to influence the Client in the evaluation, and recommendation for award of contract, will result in the rejection of the proposal.
- b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder/applicant has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder/applicant either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

#### **2.20 Language of Proposals:**

The proposal and all related correspondence exchanged between the bidder/applicant and the Client shall be written in the **English** language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

#### **2.21 Cost of bidding/application:**

The Bidder/Applicant shall bear all costs associated with the preparation and submission of its proposal. The Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bidder(s)/Applicant(s) is/are not allowed to submit more than one proposal under the selection process. Alternate bids/proposals are also not allowed

**2.22 Legal Jurisdiction:**

All legal disputes are subject to the jurisdiction of civil court of Jajpur Odisha.

**2.23 Governing Law and Penalty Clause:**

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder/applicant liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and completes the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder/applicant. The payment or deduction of such sums shall not relieve the bidder/applicant from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder/applicant under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's/applicant's part to furnish the deliverables as per the agreed timeline will enforce a penalty @ 1% per week subject to maximum of 10% of the total contract value. The amount will be deducted from the subsequent payment. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder/applicant shall be final.

**2.24 Confidentiality:**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders/applicants who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the project except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

**2.25 Amendment of the RFP Document:**

At any time before submission of proposals, the Client may amend the EOI by issuing an addendum through website <https://jajpur.nic.in> Any such addendum will be binding on all the bidders/applicants. To give bidders/applicant reasonable time in which to take an addendum into account in preparing their proposals, the Client may, at its discretion, extend the deadline for the submission of the proposals.

**2.26 Client's right to accept any proposal, and to reject any or all proposal/s:**

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding /selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders/applicant.

**2.27 Copyright, Patents and Other Proprietary Rights:**

District Sports Officer, Jajpur-755001, Odisha shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks,

with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the bidder/applicant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

#### **2.28 Force Majeure:**

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserves the right to cancel the contract without any obligation to compensate the agency in any manner for whatsoever reason.

#### **2.29 Settlement of Dispute:**

The Client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by a sole arbitrator nominated by the **District Sports Officer, Jajpur-755001, Odisha**. The arbitration proceeding shall be held in Jajpur Town, Odisha.

#### **2.30 Disqualification of Proposal:**

The proposal is liable to be disqualified in the following cases as listed below:

- ✓ Proposal submitted without Bid Processing Fee & EMD as applicable
- ✓ Proposal not submitted in accordance with the procedure and formats as prescribed in RFP
- ✓ During validity of the proposal, or its extended period, if any, the bidder/applicant increases his quoted prices
- ✓ Proposal is received in incomplete form
- ✓ Proposal is received after due date and time for submission of bid
- ✓ Proposal is not accompanied by all the requisite documents /information
- ✓ A commercial bid submitted with assumptions or conditions
- ✓ Bids with any conditional technical and financial offer
- ✓ If the bidder/applicant provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- ✓ Proposal is not properly sealed or signed

- ✓ Proposal is not conforming to the requirement of the scope of the work of the project.
- ✓ Bidder/applicant tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process
- ✓ If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder/applicant), excluding the commercial bid, submitted by the bidder/applicant is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

### **2.31 Legal Obligations:**

The contractor shall be responsible for carrying out all legal obligations as may be required by the law. Broadly they are as under:

- Contractor Labour (Regulation and Abolition) Act, 1970.
- Minimum Wages Act, 1948
- Payment of Wages Act, 1936
- The Workman's Compensation Act, 1923
- Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952
- Employees' State Insurance act, 1948
- Employees' Pension Scheme, 1995
- Factories Act, 1948
- Enforcement of Employment of Manual Scavengers and construction of Dry Latrines(Prohibitions) Act, 1993.
- Child Labour Act, 1986
- Apprentices Act, 1961
- Equal Remuneration Act, 1976
- Safai Karamacharis Act, 1993
- Industrial Disputes Act, 1947
- Maternity Benefit Act, 1961
- Trade Unions Act, 1926
- Payment of Bonus Act, 1965
- Payment of Gratuity Act, 1972
- Industrial Employment (Standing Orders) Act, 1946
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.
- Any other relevant laws

**SECTION - 3**

**TERMS OF REFERENCE (ToR)**

## **2.1 Background:**

Sports is an important part of the culture of Odisha and hence it plays a key role in development of the state. Odisha has a very robust sports policy. From building world-class hockey infrastructure to setting up corporate and foreign tie-ups for high-performance centers, the Government of Odisha is grooming young athletes and leading India's sports tourism. Providing venue to Men's Hockey World Cup, the vision of the Sports Policy is clear to develop a sports culture that celebrates and promotes participation and excellence in sports for all citizens of Odisha.

Sports infrastructure plays a crucial role in achieving excellence in the global arena of sports. It not only helps in producing sports persons of international repute, but also encourages the young population of a country to participate in sporting activities with the objective of creating a culturing of sports.

Jajpur district is committed to the vision of creating best integrated sports facility with a view to becoming a talent hub for athletes & sports persons and provide home to big sports events.

Since the year 1992 the District Sports Office has been functioning as an integral part of Jajpur District Administration, excelling with functions like:

- a. Organizing Block/ District Level/State level sports Competitions.
- b. Aiding district level sports Association.
- c. Creating and developing infrastructure at rural areas as well as District Headquarter.
- d. Recommending Small Sports Association for financial assistance.
- e. Organizing youth activities.
- f. Conducting talent scouting for admission of talent in sports Hostels.
- g. Monitoring various Scheme in the district.

In convergence with the functionalities of District Sports Office of Jajpur District Administration the District Sports Complex has been developed to promote games and sports at micro level in Jajpur district.

## **2.2 Mission and Vision:**

To improve the performance of sports persons and to establish Jajpur district as one of the leading sports districts in the State by-

- Developing and maintenance of Sports Infrastructure,
- Conducting Talent Scouting at micro level & Nurturing talents towards excellence,
- Providing Training to athletes & facilitating International Exposure,
- Supporting Sports Training with Scientific tools & Sports Equipment and experienced trainers,
- Monitor and enhance Performance with a scientific evaluation system,
- To produce coaches and physical educationists of high caliber in different disciplines of sports to broad base sports.

### 2.3 Objectives:

Invitation of Expression of Interest for Selection of responsible capable agency for management, operation and maintenance of the District Sports Complex in Jajpur, Odisha on lease for a period of 5 years.

The objective the agency as a facility manager of the District Sports Complex should be as follows:

- a. **Safety:** The primary purpose of maintenance is to ensure safe operation and reduce the risk of injury to patrons, athletes, and employees.
- b. **Legality:** Another basic responsibility is maintenance in compliance with federal, state, and local regulations, covering safety, health, environmental, and other issues.
- c. **Appearance:** Outside appearance and inside appearance as the two most important factors in forming first impression of the facility. The agency to ensure that the facilities must be maintained to the development standards, round the year and look elegant & graceful.
- d. **Return on investment:** Effective maintenance of the facility helps maintain the ecosystem combined with a safer and more pleasant fan experience, have the potential to boost the effectiveness of sports as well as profitability to sustain.

### 2.4 Description of property (Leased Assets):

#### I. Hockey Training Center, Jajpur:

##### (A) Hockey Stadium:

- Astro-turf field hockey ground with standard dimensions,
- High mast flood lights mounted at four nos. of poles around the ground,
- Gallery (north and south stands) with seating capacity for 2100 spectators,
- LED display (2 nos.) facing towards north and south stands,
- Popup sprinklers installed for watering of the astro-turf ground,
- Two nos. of player lobbies for total of 38 players with dressing room, lockers and other utilities like washroom having steam bath facility,
- Dining Room (2 nos.) for players having storeroom, pantry room and washrooms,
- Player substitute box two nos. for both the opponents,
- VIP Rooms (2 nos.) fully furnished with sitting arrangements,
- Office Room,
- Media Room,
- Gates (2 nos.)
- Garden,
- Control Room,
- Parking area,
- Solar display,

##### (B) Badminton Court:

- Two nos. of badminton courts (outdoor)

##### (C) Basketball Court:

- One no of basketball court (outdoor)

## II. Multipurpose Indoor Hall:

The multipurpose indoor hall provides with following sports facilities:

- (a) Badminton Courts (5 nos.)
- (b) Table Tennis Room (3 nos.)
- (c) Foosball & Carrom Room (1 no.)
- (d) Air Hockey (1 no.)
- (e) Billiards Room (1 no.)
- (f) Airconditioned Gymnasium (1 no.)
- (g) Yoga Hall (1 no.)

### Other facilities:

- Gallery with seating capacity for 800 spectators,
- Equipment Room,
- First aid Room,
- Admin Office,
- Meeting Room,
- Changing room,
- Pantry,
- Locker Room (For both male and female)
- Parking for four wheelers/two wheelers

Equipment available in the Gym:

SL.No	Equipment Details	Quantity
1	Automatic Treadmill	04
2	Elliptical Fitness Cross-trainer	02
3	Recumbent Bike	01
4	Upright Bike	01
5	Air rower, Elite	01
6	6 Delt /Pec Fly	01
7	Multi-7 Press	01
8	Pull Down/Seated Row	01
9	Extension/Leg Curl	01
10	Bicep 10 Curl/Triceps Extension	01
11	Inner/11 Outer Thigh	01
12	Leg 12 Press/Calf Extension	01
13	13 Power Rack	01
14	14 Angled Press	01
15	Smith 15 Machine	01
16	PTS Glide	01
17	FID 7 Bench	02
18	Flat 18 Bench	01
19	Incline Press	01
20	320 Dip/Chin 20 Assistant	01
21	2.5 Kg – 50 Kg 21 Prem. Uret.	01
22	10 Pair 222 Tire Dumbbell Rack Black	02
23	400 Kg Classic 23 Uret. Oly. Disc.	01

24	BLK Olympic 24 Weigh Tree	01
25	7 Ft. 25 Steel Series Bar	01
26	6 Ft. Steel Series 26 Bar	01
27	Steel 27 Series Curl Bar with Bearings	01
28	Steel Series 28 Oly. Triceps Bar	01
29	29 6 ft. Hex Bar Steel	01
30	Diameter 15m Black Training Rope	01

### III. Sports Complex:

#### (A) Outdoor Sports Facilities:

The Sports Complex provides with following outdoor sports facilities:

- (a) Cricket Ground (1 no) with natural grass & gallery for spectators,
- (b) Lawn Tennis Court (2 nos.) with synthetic acrylic flooring & gallery for spectators,
- (c) Volleyball Court (2 nos.) with synthetic acrylic flooring & gallery for spectators,
- (d) Football ground (1 no) with artificial turf & gallery for spectators,
- (e) Running track (6 lane)

#### (B) Indoor Sports Facilities:

The Sports Complex provides with following outdoor sports facilities:

- (a) Squash Room (2 nos.)
- (b) Table Tennis (2 nos.)
- (c) Carrom (2 nos.)

#### (C) Others:

- (a) Changing Room (both male and female)
- (b) Washroom
- (c) Maintenance Room (1 no.)
- (d) Storeroom

### IV. Swimming Pool:

The swimming pool provides with following facilities:

- 10 lanes swimming track,
- Changing room (2 nos.) for both male and female with locker facility,
- Storeroom,
- Washroom for both male and female.

#### a. Scope of Work

##### 1. Operation:

The lessee shall have the rights for operation of the leased area for next 5 years from the date of commencement of contract. District Administration, for its various programmes and events shall have full access to all facilities as when it is required. The advance intimation for such use would be given 2-3 days in advance.

On regular basis, all the facilities should remain open for the practice of sportspersons approved by District Sports Officer (DSO), Jajpur in operational hours.

Only those individuals shall be allowed who are approved by DSO who may issue

identity card to them. Individual timings of each facility may be different and would be decided by DSO.

**2. Operational Timings:**

The facilities should operate between 6:00 to 23:00. The timings can be varied for specific events with permission from DSO while taking care of statutory regulations in terms of noise generated, etc.

**3. Collection of fees for use of sports facility:**

Lessee may charge nominal fees (to be approved through DSO) for the use of facilities by the general public during allotted hours except GYM which would be free for authorized sports persons only.

Lessee may charge requisite fees (to be approved through DSO) for providing coaching services to the interested persons and for use of GYM.

**4. First Aid/Medical facilities:**

The lessee should have first aid kits available in the facilities for any urgent needs of person injured during use of the facilities. District Administration shall not be held responsible for any damage or loss to users during the use of facilities.

**5. Manning of facilities:**

- a. The lessee should deploy the requisite number of personnel for proper manning of facilities. Prior to commencement of the contract,
- b. The lessee is required to submit detail of personnel to be deployed along with Photo ID Proof, Medical Fitness Certificate, Covid Vaccination Certificate and Police Verification certificate to the District Administration/DSO for approval.
- c. Personnel deployed by the lessee should wear uniform for easy identification.
- d. The Lessee should comply with relevant statutes including Contract Labour (Regulation and Abolition) Act and payment of Wages Act and other Labour laws and keep the District Administration/DSO indemnified against any claims arising out of the said acts.
- e. The Personnel, so deployed by the lessee, will not be eligible for any Govt. facility whatsoever.
- f. The lessee or the personnel, so deployed by the lessee will not be conferred with any right for employment in the District Administration.

Entire cost of manpower during currency of the contract will have to be borne by the lessee.

**6. Cleanliness of facilities:**

Cleanliness and Garbage disposal must be ensured by lessee at the nominated location by municipal corporation. The Lessee should ensure that promotional items like pamphlets / Brochures / handbills or any other items like packing materials are not littered in and around the premises. Any violation in this regard will invite suitable penalty and repeated violation may lead to termination of the contract.

**7. Maintenance:**

Proper maintenance of facilities leased asset will have to be undertaken by the lessee at their own cost. The lessee will have to ensure that the facilities must be maintained to the development standards, round the year and look elegant & graceful.

**8. Advertisement Rights:**

Lessee is permitted to use the space inside the leased facilities for advertisements. Necessary structures along the walls with advertisement space of approx. 3,000 sq ft may be developed for this purpose. Lessee may install temporary advertisement panels during tournaments etc for their earning.

Existing structures, already in use for advertisement by any of Govt. department shall continue to be licensed from those wings. Lessee will not have any rights on such structures.

**9. Commercial Advertisements which are disallowed for display:**

The Lessee will not be permitted to display the following commercial advertisements:

- a) Those offend public taste,
- b) Those propagate any religion or religious belief.
- c) Those have any communal and regional bias,
- d) Those use the name or pictorial representation of any national leader and martyr for trade and business purpose.
- e) Those project pictorial or otherwise of a particular leader of a particular sect or religion,
- f) Those show the District Administration in poor light,
- g) Those directly or indirectly suggest or promote use or consumption of paan, gutkha, tobacco, cigarettes, paan masalas, any other tobacco products, wines and other alcoholic drinks and other intoxicants

*Specific care shall be taken to see that the display materials do not contain the following:*

- i. Advertisements against background of scenes which are erotic in character and obscene or having any obscenity in the design and matter of the advertisement material,
- ii. Advertisements, which are considered objectionable in the eye of law, shall not be displayed. Advertisements prohibited under various Acts and laws of Central/State Government and various local government bodies shall not be displayed.
- iii. The lessee shall be fully liable for any contravention in this regard and shall be liable to the laws of the land and for this purpose District Administration will not be liable for any kind of loss of damage of the license.

**10. Approval of text & design of displays:**

- I. The text and visuals along with the design, matter, language and colour scheme of the text of all advertisements must have the prior approval of the competent authority of the District Administration every time an advertisement is actually displayed.
- II. The District Administration reserves the right to refuse any advertisement matter if the same is considered unsuitable for display on certain sites and no appeal / correspondence on this issue will be entertained

**11. Electricity/Electrical Connectivity:**

The lessee may arrange for electricity on its own through DG set/Connection from DISCOM etc. DG sets should have acoustic enclosure. In case electricity is required, lessee needs to apply for electrical connectivity to the concerned Electrical Department. The lessee has to bear the cost of entire electrical installation, electrical consumption charges, cost of day-to-day Electrical maintenance including spare parts and cost of installation of electric sub meter.

**12. Water Supply:**

Lessee needs to make arrangements on its own through municipal authority. Necessary layout of pipelines needs to be done by lessee as part of development. In case water supply is required the lessee needs to apply for water supply connection to the concerned Department.

**13. Branding of Facilities:**

The major structures and Entrances should bear the names approved by DSO and should indicate ownership of District Administration. The lessee will be permitted to display the name of their own House at different locations (approved by DSO) with indication that the asset is "on lease from District Administration".

However, lessee would not be permitted to use the brand name of "District Administration" or DSO anywhere else without the permission of DSO e.g., on money receipts, membership forms etc.

**14. Safety & Security of Sports facilities:**

The Safety & Security of facilities will entirely rest upon the lessee.

- a) Necessary deputation of security personnel at entrances and inside facilities needs to be done by lessee. Installation of CCTV with provision of remote monitoring should be done suitably and view access needs to be provided to DSO (online).
- b) Adequate number of Fire Extinguishers is to be provided at the facilities by lessee at their own cost, to combat any eventuality. Personnel deployed by the lessee for manning of sports facilities should be conversant with operation of Fire Extinguishers.
- c) Lessee must take care of the safety standards during development and depute necessary personnel (lifeguards etc.) to ensure safety of users.
- d) Necessary certifications and audits like that for Fire should be taken care by lessee.
- e) Any infrastructure, required to be added to comply the statutory safety regulations needs to be done by lessee at his own cost.
- f) Sale/use of liquor, tobacco and other intoxicants inside campus is strictly prohibited.

**15. Identity Card for members/users:**

Lessee should have provision of identity cards (for permanent members or event specific temporary cards) for outsiders/users. Any unauthorized person should not have access to the facilities.

**16. License for operation of facilities:**

All the licenses which are required for operation of different sports/infrastructural facilities will be the liability of lessee. The lessee shall be liable to obtain all the licenses required for

operation of facilities including canteen. There will be no liability of District Administration/DSO whatsoever on this account. The lessee should keep District Administration indemnified and completely absolved of any risk whatsoever on this account.

**17. Maintenance of Records:**

The lessee shall maintain all the documents & records such as allotment letter, copy of Agreement, all payment details, staff details and relevant license etc. pertaining to the contract at the local office and make it available for inspection by the District Officials so authorized for the purpose. District Administration and any person so authorized shall have the right to inspect or verify the facilities, access to records and documents of the lessee.

The Lessee shall also maintain all the relevant records such as vouchers, bills, tax paid, accounts etc. and make it available for inspection by the district officials. The lessee shall make available to the District Administration a computerized statement of accounts whenever asked for during the currency of the contract.

**18. Damage to Property:**

The lessee shall be responsible for any damage caused to the property arising due to the acts of omission or commission of the lessee or staff of the lessee. Any damage/deficiency to the property, detected during the tenure of the contract or at the time of returning possession of the property to District Administration should be made good by the lessee at his own cost.

**19. Tax & other charges:**

The lessee shall be liable to pay all taxes, duty, cess, etc., as applicable from time to time during the course of rendering all such services by him. There will be no tax liability of District Administration whatsoever on this account.

**20. Right of Lessee:**

The lessee shall have no ownership rights, whatsoever for the space given to them temporarily for development operation and maintenance of facilities.

**21. Indemnity:**

The lessee should keep the District Administration indemnified and completely absolved of any risk, damage or loss however caused due to any kind of disturbances to their property, or to their personnel under employment or otherwise engaged by them in discharge of their duties connected with installation, operation & maintenance of facilities at the district sports complex including claims under the Workmen's Compensation Act. The lessee should also keep District Administration/DSO indemnified and completely absolved of any risk whatsoever on account of obtaining leases for operation of facilities at District Sports Complex, payment of tax or any claims arising out of legal provisions pertaining to the contract.

**22. Penalty:**

The District Administration will be at liberty to impose suitable penalties, minimum Rs.5000/- (Rupees Five thousand only) and maximum up to Rs.20,000/- (Rupees twenty Thousand only) maximum per occasion for contractual violations like poor upkeep of facilities, detection of

unauthorized persons using the facilities, detecting of staff/lessor's representative in intoxicated state / smoking / misbehaviors / indulgence in criminal offence / creating nuisance or other deviation to the agreement clause, poor cleanliness, misuse of premises etc. Repeated violation may lead to termination of the contract.

**23. Transfer of Lease:**

Transfer of lease to the spouse / legal heir would be allowed only in the event of death of the original lessee. The lease shall be transferred in the name of legal heir for the unexpired period of the contract as per rules framed thereof. No subletting will be allowed.

**24. Right to develop:**

District Administration reserves the right to develop any additional infrastructure in the leased assets for its indispensable needs, if raised in future or for safety and security of the assets/ nearby any Govt. establishments.

**25. Termination/Completion of contract:**

The District Administration reserves the right to terminate the agreement without assigning any reason/reasons at any time by giving notice of not less than one. Considering the capital-intensive nature of the work, such termination, in first years, would be executed in only in exceptional case where there is repeated violation/ breach of contract / failure to develop facility of requisite standards and improvement is not visible upon advice from District Administration. Also, the lessee shall not be entitled to claim any compensation for damage by reasons of such termination.

However, in the event of any unsatisfactory working of the lessee, or for repeated violation of instructions/breach of agreement or any other charges due to the District Administration, it reserves the right to terminate the contract without prejudice to any rights available to him/them under the contract. This will lead to forfeiture of security deposit.

The lessee may terminate the agreement giving notice of not less than two months subject to payment of all dues to District Administration within two months' time. In such case the security deposit will be forfeited.

**26. Handing Over of the property to and by the lessee:**

District Sports Complex and adjacent existing facility would be handed over as per existing boundaries to the lessee as per timelines defined in "other terms and conditions". Any subsequent sports facility created during lease period would also be provided to lessee during the period of lease if found necessary.

On completion / termination of the contract the lessee shall handover peaceful possession of the property (all the facilities developed during contract period, whether included in Letter of Acceptance or approved afterwards) to the District Administration within seven (07) days from the date of completion / termination of the contract, failing which the District Administration shall be at liberty to take over possession of the property in any manner deemed fit and the lessee shall have no objection to it.

**SECTION - 4**

**PROPOSAL SUBMISSION FORMS**

**FORMAT – 1**  
*(On applicant's letter head)*  
**APPLICANT'S EXPRESSION OF INTEREST**

To

**District Sports Officer, Jajpur,**  
Third Floor, Collectorate Building, Jajpur-755001

**Sub: Submission of Expression of Interest (EOI) for Selection of Agency for management, operation and maintenance of the District Sports Complex, Jajpur on lease.**

Dear Madam/Sir,

1. In response to the Invitation for Expressions of Interest (EOI) notice No \_\_\_\_\_/ Date \_\_\_\_\_, published on Date \_\_\_\_\_ for the above purpose I/We hereby express my/our interest in **management, operation and maintenance of the District Sports Complex, Jajpur on lease** on the terms and conditions embodied in the EOI document and the following documents in support of my/our candidature for being selected as a candidate are enclosed.
2. All the information and statements made in this proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. If negotiations are held during the period of validity of the proposal, I undertake to negotiate on the basis of the proposal submitted by us. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.
3. I have examined all the information as provided in your Expressions of Interest (EOI) and offer to undertake the service described in accordance with the conditions and requirements of the selection process. I agree to bear all costs incurred by us in connection with the preparation and submission of this proposal and to bear any further pre-contract costs. In case, any provisions of this EOI/ToR including of our technical & financial proposal is found to be deviated, then your department shall have rights to reject our proposal including forfeiture of the Earnest Money Deposit absolutely. I confirm that, I have the authority to submit the proposal and to clarify any details on its behalf.

I understand that you are not bound to accept any proposal you receive. I remain,

Yours faithfully,

*Authorized Signatory with Date and Seal:*

---

*(Full Name and Designation)*

**FORMAT – 2**  
**Organization Details**

Sl. No.	Description	Full Details
1	<b>Name of the Bidder / Applicant</b>	
2	<b>Address for communication:</b> Tel: Fax: Email id:	
3	<b>Name of the authorized person signing &amp; submitting the bid/ application on behalf of the Bidder/applicant:</b> Mobile No.: Email id:	
4	<b>Registration / Incorporation Details</b> Registration No: Date & Year. :	
5	<b>Local office in Odisha</b> <b>If yes, please furnish contact details</b>	Yes / No
6	<b>EOI Processing Fee Details</b> Amount: DD / No.: Date: Name of the Bank:	
7	<b>EMD Details</b> Amount: TDR/FD/Postal Deposit No.: Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
11	Willing to carry out project as per the scope of work of the EOI	<b>YES</b>
12	Willing to accept all the terms and conditions as specified in the EOI	<b>YES</b>

**Authorized Signatory with Date and Seal:**

\_\_\_\_\_

**(Full Name and Designation)**

FORMAT – 3

**Financial Details**

(Rupees in Lacs)					
Sl. No.	Financial Year	Whether profitable Yes/No	Net Profit or Excess of Income over Expenditure	Total Turnover	Turnover from only similar services rendered in India
1					
2					
3					

**Note: Supporting Documents:**

Audited certified financial statements for the last three FYs (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)

*Filled in information in this format must have to be jointly certified and sealed by a CA in practice and the authorized representative of the bidder/applicant and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.*

\_\_\_\_\_  
*Signature and Seal of the Auditor with Date in original*

**Authorized Signatory with Date and Seal:**

\_\_\_\_\_  
*(Full Name and Designation)*

**[NB: No Scanned Signature will be entertained]**

FORMAT-4

**Information regarding any conflicting activities and declaration thereof**

*Are there any activities carried out by your agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder/applicant] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.*

If no, please certify.

**IN APPLICANT'S LETTER HEAD**

I, hereby declare that our firm/company/organization as an Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder/Applicant] under Eligibility Criteria: Para (6)**.

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Client which shall be binding on us.

**Authorized Signatory with Date and Seal:**

\_\_\_\_\_  
*(Full Name and Designation)*

## FORMAT-5

### Description of planning to undertake the project

- A. Field Inspection and Installation of complete set-up of installation of all machinery and equipment:  
The applicant should provide the action plan on the following:
  - a. Points suggested during inspection of location,
  - b. Recommended parameters to be covered for installation of complete set-up.
- B. Technical Knowhow:
- C. Warranty

**SECTION - 5**

**EOI SUBMISSION CHECK LIST**

**CHECK LIST**

Sl. No.	Description	Submitted (Yes/No)	Page No.
1	Filled in EOI Submission Check List ( <b>Annexure-I</b> )		
2	Covering Letter ( <b>Format-1</b> )		
3	EOI Processing Fee of Rs. _____/- in form of Demand Draft		
4	EMD of Rs. _____/- in shape of TDR/FD/Postal deposit		
5	Copy of Certificate towards Incorporation / Registration of the Bidder/applicant (As applicable)		
6	Copy of PAN/TAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN) & latest GST Return filed		
8	Copies of IT Returns for last consecutive 03 (three) Assessment Years ( <b>to be decided accordingly</b> )		
10	Organizational Details of the bidder/applicant ( <b>Format-2</b> )		
11	Financial details of the bidder/applicant ( <b>Format-3</b> ) Submit along with all the supportive documents such as Copy of audited Balance sheet and Profit & Loss Account for last consecutive 03 (three) financial years		
12	Power of Attorney ( <b>Format-4</b> ) in favour of the person signing the bid on behalf of the bidder/applicant.		
13	Self-Declaration on Potential Conflict of Interest		
14	Undertaking for not having been blacklisted		
15	Description of Planning to undertake the project ( <b>Format-5</b> )		

**Undertaking:**

*All the information has been submitted as per the prescribed format and procedure.*

*Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.*

*All pages of the proposal have been sealed and signed by the authorized representative.*

**Authorized Signatory with Date and Seal:**

\_\_\_\_\_  
(Full Name and Designation)

-----End of Document-----