



# Request for Proposal

for

**“SELECTION OF AN AGENCY FOR OPERATING &  
MAINTAINING GYMNASIUMS IN INDIRA GANDHI PARK  
IN BHUBANESWAR, ODISHA” CALL-2**



**Bid Identification No. RFP 261/EM/BDA**

**RFP Issued on 09/06/2025**

Bhubaneswar Development Authority  
Akash Shova Building, Sachivalaya Marg, Bhubaneswar, Odisha 751001  
E-mail: [chiefengineerbda@gmail.com](mailto:chiefengineerbda@gmail.com) Ph: +91-0674-2392801

## DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make 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.

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

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority 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 Proposal, regardless of the conduct or outcome of the selection process.

## DATA SHEET

Sr.	Particular	Details
1.	Name of the Client	Engineer Member Bhubaneswar Development Authority Akash Shova Building, Bhubaneswar-751001, Odisha
2.	Method of Selection & Proposal Validity	Maximum Quarterly Guaranteed Revenue
3.	Date of Issue of RFP	From 09/06/2025 onwards
4.	Deadline for Submission of Pre-Proposal Query	NA
5.	Pre-proposal meeting	NA
6.	Proposal Due Date	18/06/2025 (17.00 hrs.)
7.	Date of opening of Technical Proposal	18/06/2025 (18.00 hrs.)
8.	Date of opening of Financial Proposal	Will be intimated later on to the technically qualified bidders
9.	Bid Processing Fee (Non-Refundable)	INR 11,800/- (Rupees Eleven thousand and eight hundred only) in online mode.
10.	Earnest Money Deposit (EMD) (Refundable)	INR 5,00,000/- (Rupees Five lakh only) in online mode.
11.	Contact Person	Chief Horticulturist, Bhubaneswar Development Authority (BDA), Akash Shova Building, Sachivalaya Marg, Bhubaneswar-751 001 E-mail ID: chiefengineerbda@gmail.com
12.	Address for Submission of Proposal	Bhubaneswar Development Authority (BDA), Akash Shova Building, Bhubaneswar - 751001, Odisha. Mode of Submission: Bids shall be submitted through <b>ONLINE MODE</b> only. Submission of bid through any other mode and late bid will be rejected.
13.	Place of Opening of Proposal	Conference Hall of the Bhubaneswar Development Authority (BDA), Akash Shova Building, Bhubaneswar - 751001, Odisha.

RFP can be downloaded from: [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)

# SECTION: 1

## LETTER OF INVITATION

**LETTER OF INVITATION**

**RFP No: 261/EM/BDA**

**Dated: 09.06.2025**

**Name of the Assignment:** "Selection of an Agency for Operating & Maintaining Gymnasiums in Indira Gandhi Park in Bhubaneswar, Odisha" Call-2

1. **Bhubaneswar Development Authority (BDA)**, (the "**Authority**"), invites proposal from reputed **agency** for "*Selection of an Agency for Operating & Maintaining Gymnasiums in Indira Gandhi Park in Bhubaneswar, Odisha*" Call-2.
2. The proposal completes in all respect as specified in the RFP Document must be accompanied with a **Non-refundable** amount of **INR 11,800/- (Rupees Eleven thousand and eight hundred only)** towards **Bid Processing Fee** and a **Refundable amount** towards **EMD** of **INR 5,00,000/- (Rupees Five lakh only)** as prescribed in RFP, failing which the bid will be rejected.
3. The proposal must be submitted as per the details mentioned in this RFP. Submission of proposal through any other mode will be rejected.
4. The last date and time for submission of proposal, date of opening of the technical proposal as mentioned in the Bidder Data Sheet. Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.
5. This RFP includes following sections:
  - a. Letter of Invitation [**Section - 1**]
  - b. Information to the Bidder [**Section - 2**]
  - c. Terms of Reference [**Section - 3**]
  - d. Technical Proposal Submission Forms [**Section - 4**]
  - e. Financial Proposal Submission Forms [**Section -5**]
  - f. Annexure [**Bid Submission Checklist & Performance Bank Guarantee Format and any other relevant assignment related material needs to be provided**]
6. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder / consortium of consultants to check the validity of information/data included in this RFP. The Client reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

**Engineer Member**  
**Bhubaneswar Development Authority**

## **SECTION: 2**

# **INSTRUCTION TO BIDDERS**

**1. Eligible Bidders**

The bids are invited from a reputed and experienced consultancy firm in accordance with the method of selection specified in the RFP and meeting the following conditions to apply:

Sr.	Eligibility Criteria	Supportive Documents
1.	Bidder must be a Company as registered under Companies Act, 1956/2013 or a Partnership Firm or a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 or a Society registered under Society Registration Act, 1860 or a Trust registered under The Indian Trust Act, 1882 or a Proprietorship firm registered under the relevant act	<p><b>For Company/LLP/Society/Trust:</b> Certificate of incorporation as per relevant law</p> <p><b>For Partnership Firm:</b> Certificate of registration or partnership deed</p>
2.	The bidder / consortium members should have been in the relevant business for more than <b>3 years</b> from the date of Incorporation on the last date of submission of the proposal.	<p><b>For Proprietorship Firm:</b> Enlistment certificate with Odisha Government / other State Government / Government of India / PSU / ULB or any government agency in India and GST registration certificate</p>
3.	The bidder must have experience of operation and maintenance of indoor gym facilities	Copy of registration certificate for operating gym facilities along with the photographs of the gym
4.	The bidder must have a minimum average annual turnover of INR <b>25 (Twenty-five) Lakh</b> during the last three financial years i.e., (2021-22, 2022-23, 2023-24)	<b>TECH - 3</b> along with copies of the audited balance sheet and Income & Expenditure Statement duly sealed and certified by the CA and the authorized representative of the bidder/ consortium consultants.
5.	Bidder shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior, current, or proposed agreements, engagements, or affiliations with the Client. <i>(Affidavit in non-judiciary stamp paper of ₹ 100/- sworn in before the Executive Magistrate/ Notary Public)</i>	Self-Declaration from the Bidder / Lead consultant as per the format <b>(TECH - 5)</b>
6.	The bidders shall submit a Power of Attorney in favour of the bidder's representative. <i>(Affidavit in non-judiciary stamp paper of ₹ 100/- sworn in before the Executive Magistrate/ Notary</i>	Copy of power of attorney <b>(TECH - 4)</b>



SELECTION OF AN AGENCY FOR OPERATING & MAINTAINING GYMNASIUMS IN INDIRA GANDHI PARK IN  
BHUBANESWAR, ODISHA CALL-2

Sr.	Eligibility Criteria	Supportive Documents
	<i>Public)</i>	
7.	Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in last 3 years on the letterhead of the bidder	Undertaking

*Please note that for the purposes of this RFP, consortium / JV is not allowed*

**2. Documents/Formats needs to be submitted along with TECHNICAL PROPOSAL:**

The bidder / consortium of consultants has to furnish the following documents duly signed in along with their Technical Proposal:

- a. Filled in Bid Submission Check List in Original (**Annexure-I**)
- b. Covering letter (**TECH- 1**) on bidder's letterhead requesting to participate in the selection process.
- c. Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- d. General Details of the Bidder (**TECH - 2**)
- e. Financial Details of the bidder (**TECH - 3**) along with all the supportive documents as applicable duly signed as per the instruction.
- f. Power of Attorney (**TECH - 4**) in favour of the person signing the bid on behalf of the bidder.
- g. Copy of registration certificate to operate indoor gym.
- h. Self-Declaration regarding Conflict of Interest (**TECH - 5**)
- i. Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past.

*Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect, indexed and hard bound. Each page should be numbered and signed by the authorized representative.*

**3. Bid Processing Fee :**

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to **INR 11,800/- (Rupees Eleven thousand and eight hundred only)** in online mode. Proposals received without bid processing fee will be out rightly rejected.

**4. Earnest Money Deposit (EMD):**

The bidder must furnish, as part of the technical proposal, an Earnest Money Deposit (EMD) amounting to **INR 5,00,000/- (Rupees Five lakh only)** in online mode.

The EMD of unsuccessful bidders shall be refunded after finalization of selection process and award of contract. The EMD of the successful bidder will be released only after furnishing of the required Performance Bank Guarantee (PBG) and signing of the contract. The EMD will be forfeited on account of the following reasons:

- ☐ Bidder withdraws its proposal during the bid validity period as specified in RFP
- ☐ Bidder does not respond to requests for clarification of its proposal.
- ☐ Bidder 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 bidder 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
  - furnish required Performance Bank Guarantee in time.
- ☐ Any other circumstance which holds the interest of the Client during the overall selection process.

**5. Validity of the Proposal:**

Proposals shall remain valid for a period of **180 (One Hundred Eighty Days)** from the date of opening of the technical proposal. The Client reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

**6. Pre -Proposal Queries / Pre-Proposal Meeting:**

Bidders are allowed to submit their queries in respect of the RFP and other details if any, to Bhubaneswar Development Authority (BDA) through e-mail at [chiefengineerbda@gmail.com](mailto:chiefengineerbda@gmail.com) with a copy to [bdapmu2023@gmail.com](mailto:bdapmu2023@gmail.com) till the timeline as per Bidder Data Sheet. Clarifications to the above will be uploaded in the BDA website.

Pre-proposal meeting will be held as per schedule mentioned in the bidder data sheet.

**7. Preparation and Submission of Proposal:**

Bidder must submit their proposals by **online mode** only on or before the last date and time for submission of proposals as mentioned in Bidder Data Sheet. The Client will not be responsible for any delay / any consequence in receiving of the proposal. The proposal must have to be submitted in two parts. Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Client will not

consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be outrightly rejected by the Client.

**a. Documents Comprising the Bid**

The proposals to be submitted by the bidders shall be in two separate parts, **Technical Proposal & Financial Proposal**. The Proposal shall be submitted in separate covers as under:

**Part 1- Technical Proposal (to be submitted online only)**

Cover 1, the “**Technical Proposal**” should have the following documents:

- a. Filled in Bid Submission Check List in Original (**Annexure-I**)
- b. Covering letter (**TECH- 1**) on bidder’s letterhead requesting to participate in the selection process.
- c. Copy of Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- d. General Details of the Bidder (**TECH - 2**)
- e. Financial Details of the bidder (**TECH - 3**) along with all the supportive documents as applicable duly signed as per the instruction.
- f. Power of Attorney (**TECH - 4**) in favour of the person signing the bid on behalf of the bidder.
- g. Copy of registration certificate to operate indoor gym.
- h. Self-Declaration regarding Conflict of Interest (**TECH - 5**)
- i. Undertaking for not having been black-listed by any Central / State Government / Any other autonomous bodies/ International & National Organization in the recent past.

**Part 2-Financial Proposal**

The Cover 2 the “**Financial Proposal**” should be submitted as per the format for Financial Bid given in this RFP.

**b. Submission of Bids**

**(Online submission as per Govt. of Odisha e-Procurement Procedure)**

The “**Technical Proposal**” and “**Financial Proposal**” must have to be submitted in two separate Sealing and Marking of Proposals along with the prescribed formats/information mentioned in the RFP Document.

**Cover I Technical Proposal:** To be opened on the scheduled date and time.

**Cover II Financial Proposal:** Not to be opened except with approval of the Authority.

The contents of the “**Technical Proposal**” and “**Financial Proposal**” shall be as specified in Section 2 of ITB.

**Note:**

- a) Bids shall be submitted through **online mode** only. BDA shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- b) The Scope of Work to be carried out by the Selected Agency is detailed in Section 3. The Bidders

are required to quote for the entire scope of work detailed in Section 3, failing which the Bid will not be considered for evaluation.

*Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be outrightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.*

#### 8. Opening of the proposal:

The FIRST ENVELOPE containing **TECHNICAL PROPOSAL** will be opened in the initial stage by the Client in presence of the bidder's representatives at the location, date and time specified in the Data Sheet.

The SECOND ENVELOPE containing **FINANCIAL PROPOSAL** only of the **technically qualified bidders** will be opened after completion of technical evaluation stage. The date and time for opening of the financial proposal will be intimated accordingly to the technically qualified bidders well in advance.

The completed proposal must be submitted on or before the time and date stated in the Data Sheet.

#### 9. **Evaluation of Proposal**

A two-stage evaluation process will be conducted as explained below for evaluation of the proposals:

- ☐ **Technical Evaluation (1<sup>st</sup> Stage):** Preliminary evaluation of the proposals will be done to determine whether the proposal comply to the prescribed eligibility condition and the requisite documents / information have been properly furnished by the bidder or not. Submission of following documents / information will be verified:
  - ✓ Filled in Bid Submission Check List in Original (**Annexure-I**)
  - ✓ Covering letter (**TECH - 1**) on bidder's letterhead requesting to participate in the selection process.
  - ✓ Bid Processing Fee & Earnest Money Deposit (EMD) as applicable.
  - ✓ General Details of the Bidder (**TECH - 2**).
  - ✓ Financial Details of the bidder (**TECH - 3**) along with all the supportive documents as applicable duly signed and certified as per the instruction.
  - ✓ Power of Attorney (**TECH - 4**) in favour of the person signing the bid on behalf of the bidder.
  - ✓ Copy of registration certificate to operate indoor gym.
  - ✓ Self-Declaration regarding Conflict of Interest (**TECH - 5**)
  - ✓ Undertaking for not having been black-listed by any Central / State Government / Any

other Autonomous Bodies/ International & National Organisation in the recent past.

- ✓ All the pages of the proposal and enclosures/attachments are signed by the authorised representative of the bidder.

*\* Bids not complying to any of the above requirement, will be outrightly rejected at the discretion of the Client's authority.*

*Bidders who qualify in terms of technical proposal will be called for financial evaluation.*

**FINANCIAL EVALUATION (2<sup>nd</sup> Stage):** The financial proposals of the bidders qualifying the technical evaluation (1<sup>st</sup> Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

## 10. Evaluation Process

Maximum quarterly revenue (revenue earned from the operation and maintenance of the Gymnasium in the constructed space as provided by BDA) shared by the private entity with BDA shall be the bidding parameter for each of the project. The bidder sharing the Maximum quarterly revenue with BDA subject to a **"Minimum Guaranteed Amount"** of Rs. 12,00,000/- per annum to operate and maintain a single gymnasium facility for a period of 5 year from the contract commencement date, will be selected for operating the gymnasium.

The Selected Applicant shall be the First Ranked Applicant (having highest financial quote). The Second and Third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.

- a) After the preliminary evaluation with regard to the compliances being met and bidder is found responsive, Authority may or may not notify those bidders whose proposals were not considered as per conditions of RFP. The Authority shall simultaneously notify qualifying firms indicating the date and time set for opening of the Financial Proposals.
- b) The Financial Proposals shall be opened publicly in the presence of the Agency's representatives who choose to attend. The name of the Agency and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.
- c) The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e., whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the bidder shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if Authority feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered nonresponsive.

- d) The Evaluation Committee shall determine if the financial proposal is complete and without computational errors.

**11. Performance Bank Guarantee (PBG):**

Within 7 days of notifying the acceptance of a proposal for award of contract, each qualified bidder shall have to furnish a Performance Bank Guarantee (Security Deposit) amounting to **INR 15,00,000/- or 10% of the contract value, whichever is higher** from a scheduled commercial bank situated in Bhubaneswar in favour of **“Chief Horticulturist, Bhubaneswar Development Authority”**, as per the format at **Annexure-II** for a period of three months beyond the entire contract period (i.e. PBG must be valid from the date of effectiveness of the contract to a **period of 6 months beyond the contract period**) as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

**12. Contract Negotiation:**

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder 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.

**13. Award of Contract:**

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 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.

**14. Conflict of Interest:**

Conflict of interest exists in the event of:

- (i) Conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder;
- (ii) Consultants, agencies or institutions (individuals or organisations) who have a business or family relation with the Client directly or indirectly; and
- (iii) Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders 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.

**15. Disclosure:**

- a. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
  - Bidders 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, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- b. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
  - 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;
  - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
  - failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

**16. Anti-corruption Measure:**

- a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, 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 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 either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

**17. Language of Proposals:**

The proposal and all related correspondence exchanged between the bidder 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.

**18. Cost of bidding:**

The Bidder 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 is/are not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

**19. Legal Jurisdiction:**

All legal disputes are subject to the jurisdiction of civil court of Bhubaneswar only within Odisha.

**20. 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 liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed time line 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. In addition, the PBG amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

**21. Confidentiality:**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. 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 assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

**22. Amendment of the RFP Document:**

At any time before submission of proposals, the Client may amend the RFP by issuing an addendum through <Name of the Department> Department website. Any such addendum will be binding on all the bidders. To give bidders 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.

**23. 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.



**24. Copyright, Patents and Other Proprietary Rights:**

BDA 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 Consultant shall take all necessary steps to submit them to the Client in compliance with the requirements of the contract.

**25. 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.

**26. Settlement of Dispute:**

In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Consultant, which has not been settled amicably, the same shall be resolved or settled by way of arbitration by the sole arbitrator to be appointed by Vice Chairman, BDA and the decision of the arbitrator shall be final & binding on both the parties. The arbitration shall be held in accordance to the provisions of Arbitration and Conciliation Act 1996 and the place of arbitration shall be only at Bhubaneswar.

**27. 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 the RFP
- ☐ During validity of the proposal, or its extended period, if any, the bidder 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 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 assignment.
- ☐ Bidder 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), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- ☐ Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- ☐ Any other condition / situation which holds the paramount interest of the Client during the overall selection process.

**28. Liability:**

The Liability of the selected consultant under this agreement in any case shall not be beyond the amount of fees payable to the selected consultant under this agreement.

**29. Indemnity:**

The Consultant at all times during the pendency of this agreement, keep the Government/ Authority Indemnified to an amount not exceeding the total fees payable to the consultant under this agreement.

## **SECTION: 3**

# **TERMS OF REFERENCE (ToR)**

## 1. Introduction

Bhubaneswar Development Authority (BDA) has been constituted by the Housing & Urban Development Department, Government of Odisha, to plan and regulate development within its plan area. The objective behind the constitution of the Authority was to take up planned and systematic development, prepare development plans including zonal development plans, undertake works pertaining to construction of housing colonies, shopping centers, markets, provide public amenities, regulate development and use of land and undertake schemes for improvement and clearances of slums and urban re-generation programmes. The city is well connected with the other parts of the country by rail, road and air. The reason for rapid growth of the Capital City may also be attributed to the major industrial developments taking place in the state of Odisha.

## 2. Project Background

BDA is desirous of developing Gymnasium facilities in Indira Gandhi Park located at Sachivalaya Marg in the city of Bhubaneswar. The construction of Buildings to be used for gymnasium in the park is completed and BDA intends to select a private operator/agency to enter into an agreement with BDA to provide equipment and associated facilities and to run, operate, manage, maintain the gymnasium in the park and collection of revenue from the gymnasium.

Based on the above, BDA intends to select a reputed and experienced agency who has rich experience in operating gym facilities in accordance with the method of selection specified in the RFP for “SELECTION OF AN AGENCY FOR OPERATING & MAINTAINING GYMNASIUMS IN INDIRA GANDHI PARK IN BHUBANESWAR, ODISHA”.

## 3. Bid Purpose

BDA wants to develop modern Gymnasium facilities along with all supporting Infrastructures at Indira Gandhi Park located at Sachivalaya Marg, Bhubaneswar.

BDA wants to ensure better quality of life for the citizens through provision of quality Indoor Gymnasium facilities and support infrastructure.

## 4. Broad Scope of Work

The selected private entity shall install and maintain the necessary equipment for a state-of-the-art gymnasium along with all supporting facilities to operate and manage the indoor Gymnasium.

BDA shall provide physical structure of Gymnasium in the park of built-up area of around 350 sq. mtr. in ground floor and first floor including the floor space (about 350 sq. mtr.)/ earmarked for proposed Children Library to be developed by BDA.

- a. The selected private entity will provide the following basic fitness equipment's; but not limited to:
  - ✚ Cardio vascular equipment like treadmill, cycle, rowing machine etc.
  - ✚ Multi Gym equipment's.
  - ✚ Bench Press/Stretch Equipment's.
  - ✚ Body Shape-up Equipment's.
  - ✚ Aerobics Yoga fitness centre.
- b. No. of each category of equipment's to be deployed at the gym shall be worked out considering the optimum demand among the user group and shall be provided after due approval from the Authority.
- c. The selected bidder cannot organize any other programme/activity inside the park during the working hours for Gym, except those outlined in the document as mentioned here.
- d. Along with the provision of the equipment, the selected private entity shall also take the responsibility of the day-to-day maintenance of the equipment and the area of the gymnasium (excluding any repair or damage to the building).
- e. The selected private operator shall identify designated area for Aerobics with separate entry and exit provision along with supporting facilities like music system, changing rooms (separate for both Men and Women) etc.
- f. Shall ensure engagement of trained and certified physical trainers.
- g. Should regularly conduct exercise fitness programmes like Zumba, Yoga Classes, Power Aerobics etc. on monthly basis.
- h. Should arrange regular medical check-up facilities for the entire user group under the supervision of certified and experienced medical practitioners.
- i. The security of the entire gymnasium facilities shall be properly taken care by the successful bidder. No such unusual activities are to be allowed inside the premises which are not meant for the objective of the work described herein.
- j. The selected private operator shall ensure coordination and management of the various user groups.
- k. **Gym Timings:** The successful bidder should strictly adhere to run and operate as per the gym timings which are as follows:  
  
Morning Hours – 5:00 am to 10:00 am  
  
Evening Hours – 5:00 pm to 9:00 pm

**5. Bidding Parameter**

Maximum monthly revenue (revenue earned from the operation and maintenance of the Gymnasium in the constructed space as provided by BDA) shared by the private entity with BDA shall be the bidding parameter for each of the project. The bidder sharing the Maximum monthly revenue with BDA subject to a “**Minimum Guaranteed Amount**” of Rs. 12,00,000/- per annum to operate and maintain a single gymnasium facility for a period of 5 year from the contract commencement date, will be selected for operating the gymnasium.

**6. Term of the Engagement**

The duration of engagement of the Private Operator shall be 05 (Five) years from the date of signing of the contract agreement and which shall be renewed further on mutually agreed terms and conditions with first right of refusal with Bhubaneswar Development Authority.

**7. Escalation**

The Monthly Lease Rental shall be escalated at 5% annually on compounding basis during the tenure of the Lease of 5 years and/or up to the extended contract period.

**8. Payment of Lease Rent**

- i. The amount of Lease Rent per month/year has been clearly described in the Letter of Award (LoA) which forms part of this Lease Agreement.
- ii. Along with License Fees, Licensee shall also pay other dues i.e. statutory dues / liabilities, electricity and water consumption charges, damages / penal charges if applicable, pending arrears if any, etc. as applicable from time to time.
- iii. The Lease Rent shall be paid to BDA on Quarterly basis in advance to BDA before 7 days of end of previous quarter (three months) without expecting any demand notice from BDA. Applicable GST will be paid above the Lease Rent.
- iv. The Agency agrees voluntarily and unequivocally to make all payments to BDA as may be due before the due date, without waiting for any formal advice from BDA. In the events of non-receipt of any invoice, the Agency agrees to collect the same from the office of the authorized representative of BDA.
- v. Agency shall advise the details of payment deposited with BDA. In the case of non-submission of such details, initially Third-Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of BDA), then others dues/ liabilities like electricity, other utility charges, etc., if not paid by the Agency and lastly License fee shall be accounted for.
- vi. Allotted space which has been handed over to the Agency under this Agreement will be kept in good condition and maintained properly by the Agency at their own cost.
- vii. If the Agency fails to pay or partly pay the Lease Rent and other dues required to be paid as per terms and condition of Lease Agreement by the due date, a 30 days' cure notice period will be given to pay the outstanding Lease Rent and other dues along with an

interest @ 24% (Twenty Four percent) per annum. Such interest shall be charged on outstanding dues for the actual day(s) of delay in payment.

- viii. If the Agency fails to deposit the outstanding Lease Rent and other dues within 30 days cure notice, BDA shall be entitled to issue a Termination notice to make payment of outstanding Lease Rent and other dues within next 15 days.
- ix. In the event of Agency failing to deposit the outstanding Lease Rent and other dues within 15 days from the date of issue of termination notice, it shall constitute material breach of contract and Agency's event of default under this Agreement and shall entitle BDA to terminate the Lease Agreement as per provisions stipulated in the Lease Agreement and shall restrict the access of the Agency to the subject site. After such termination, BDA shall forfeit Interest Free Security Deposit deposited by the Agency and recover BDA's dues without prejudice to take such other action available to BDA under this Agreement and as per Law.

## 9. Termination of the Contract Agreement

This Contract Agreement shall be effective from the date of signing of the contract agreement and shall continue in full force until the completion of term of engagement or terminated earlier as specified below,

During the term of engagement, BDA on its own may terminate the contract agreement on ground of unsatisfactory performance or breach of any term or non-compliances of the conditions of the Contract or due to any other contingent factors felt by BDA by giving a notice period of 30 (thirty) days and providing reasonable opportunity to the Private Operator to be heard.

The communication of termination of this Contract Agreement shall be by means of written notice ("**Termination Notice**") sent to the address specified in this Contract Agreement. In case of termination of Contract due to above, the agency cannot claim for any loss due to foreclosure. However, the dues during contract operation period in the event of foreclosure will be paid after due verification of records.

## 10. Payments of Utility Charges

The successful bidder shall pay all the charges related to the electricity to the concerned authorities in time with effect from taking possession of the scheduled premises. If BDA pays any charges for the above during the subsistence of the agreement for the relevant period, BDA shall charge the same from the successful bidder. Non-payment of such expenses may be a ground for forfeiture of the performance security and cancellation of Lease Deed.

The bidder must procure electricity connection to the 'Gymnasium' at their own cost and initiative.

**11. Maintenance of Premises**

The successful bidder shall maintain the premises in good, working, and usable condition always, and replace such items as may be broken or lost at their own cost.

**12. Repairs**

Any repairs on the earmarked space shall be carried out by the successful bidder at its own cost.

**13. Alterations**

The successful bidder shall not make any structural additions, alterations, changes in fixtures and fittings if any, in or to the said premises without obtaining the written consent of BDA.

However, they can install movable assets and branding/publicity/awareness material as per their requirement.

**14. Right of Entry**

The Successful bidder shall permit BDA or their authorized representatives to inspect the scheduled premises and carry out repairs at reasonable times as and when necessary, provided advance notice of at least 24 hours is given to the successful bidder.

**15. Dispute Resolution**

Any dispute arising between the BDA and the successful bidder pertaining to this agreement is subject to the civil court jurisdiction of Bhubaneswar.

**16. Peaceful Possession**

- a. BDA hereby covenants with successful bidder that on successful bidder paying the security deposit/ performance security as set forth above, hereby reserved and performing and observing covenants and conditions herein contained shall peacefully and quietly hold, possess, and enjoy the said premises during the said contract period.
- b. The successful bidder agrees to abide by all the rules and regulations of the BDA. The successful bidder agrees to pay any breakage/damage of structure to the BDA.
- c. The successful bidder agrees to pay the legal cost for execution and registration of the Lease Deed, if required.

**17. Inventory**

An INVENTORY of list of equipment's/goods shall be maintained, which shall be periodically (every 03 months) checked /verified by the officials of BDA regarding their level of functioning. The officials shall record state of functioning of these equipment's during their inspection in the register to be maintained/kept in the Gymnasium.

**18. Annual Maintenance**

Annual maintenance (operation, minor repair, colouring (painting etc.) shall be done by the firm.



**19. Removal/Replacement of Equipment**

Removal or replacement of any part of equipment's from installation area is /are not allowed without written permission from the authority (BDA) and will attract punitive measures like termination of contract/forfeiting of EMD/ legal action.

# **SECTION: 4**

## **TECHNICAL PROPOSAL SUBMISSION FORMS**

TECH-1  
**COVERING LETTER**

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To  
The Engineer Member  
Bhubaneswar Development Authority  
Akash Shova Building, Bhubaneswar-751001, Odisha

**Subject: SELECTION OF AN AGENCY FOR OPERATING & MAINTAINING GYMNASIUMS  
IN INDIRA GANDHI PARK IN BHUBANESWAR, ODISHA CALL-2 [TECHNICAL  
PROPOSAL]**

Dear Sir,

I, the undersigned, offer to provide the services for the proposed assignment in respect to your Request for Proposal No. \_\_\_\_\_, Dated: \_\_\_\_\_. I hereby submit the proposal which includes this technical proposal sealed under a separate envelope. Our proposal will be valid for acceptance up to **180 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before this expiry date.

All the information and statements made in this technical 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.

I have examined all the information as provided in your Request for Proposal (RFP) 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 RFP/ 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 you are not bound to accept any proposal you receive. I remain,

Yours faithfully,  
**Authorized Signatory with Date and Seal:**

**Name and Designation:** \_\_\_\_\_

**Address of Bidder:** \_\_\_\_

TECH -2

**Bidder's Organisation (General Details)**

Sr.	Description	Full Details
1	<b>Name of the Bidder / Consortium</b>	
2	<b>Address for communication:</b> Tel: Fax: Email id:	
3	<b>Name of the authorized person signing &amp; submitting the bid on behalf of the Bidder:</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>Bid Processing Fee Details</b> Amount : Date: Name of the Bank:	
7	<b>EMD Details</b> Amount : Date: Name of the Bank:	
8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

TECH - 3

**Bidder Organisation (Financial Details)**

Financial Information in INR				
Details	FY 2021-22	FY 2022-23	FY_2023-24	Average
Turnover (in Lakh)				
<b>Supporting Documents:</b>  Audited certified financial statements for the last 3 FYs (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form)  <i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder 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.</i>				

---

*Signature and Seal of the Company Auditor with Date in original*

**Authorized Signatory [In full initials with Date and Seal]:** \_\_\_\_\_

**Communication Address of the Bidder:** \_\_\_\_\_

TECH - 4

**FORMAT FOR POWER OF ATTORNEY**

**(On INR 100 Stamp Paper with Notarized)**

I, \_\_\_\_\_, the \_\_\_\_\_ (Designation) of (Name of the Organisation) in witness whereof certify that **<Name of person>** is authorized to execute the attorney on behalf of **<Name of Organisation>**, **<Designation of the person>** of the company acting for and on behalf of the company under the authority conferred by the **< Notification/ Authority order no.>** Dated **<date of reference>** has signed this Power of attorney at **<place>** on this day of **<day><month>, <year>**.

The signatures of **<Name of person>** in whose favour authority is being made under the attorney given below are hereby certified.

**Name of the Authorized Representative:**

\_\_\_\_\_  
**(Signature of the Authorized Representative with Date)**

**CERTIFIED:**

**Signature, Name & Designation of person executing attorney:**

***Address of the Bidder:***

TECH - 5

**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] under Eligibility Criteria: Para (5). If yes, please furnish details of any such activities.*

If no, please certify,

I, hereby declare that our agency as Individual / as a member of any consortium is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Para (5).**

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** *[In full initials with Date and Seal]:* \_\_\_\_\_

**Communication Address of the Bidder:** \_\_\_\_\_

# **SECTION: 5**

## **FINANCIAL PROPOSAL SUBMISSION FORMS**



FIN - 1

**COVERING LETTER**

**(Not required to submit with Technical Bid)**

*Just for reference, bidders are required to fill Fees in Tender BoQ only and shall not indicate this in any manner in the Technical Bid, else it will lead to disqualification of the bid.*

[Location, Date]

**To**

**The Engineer Member**

**Bhubaneswar Development Authority**

Akash Shova Building, Bhubaneswar-751001, Odisha

**Subject: SELECTION OF AN AGENCY FOR OPERATING & MAINTAINING GYMNASIUMS  
IN INDIRA GANDHI PARK IN BHUBANESWAR, ODISHA CALL-2 [FINANCIAL PROPOSAL]**

Sir

1. Being duly authorized to represent and act on behalf of M/s..... and having visited the site and examined the RFP Documents, for the execution of the above Project, we the undersigned offer operate and maintain the Gymnasium at Indira Gandhi Park, Bhubaneswar in conformity with the RFP Documents.
2. We agree to abide by this Proposal for a period of 180 days from the date fixed for submission of the Proposals and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
3. The Monthly Lease Rental being offered by M/s ..... to BDA are as follows:

Item	Amount in INR - <i>excluding applicable GST</i>
Lease Rental per month	

4. We agree to pay the Performance Bank Guarantee in advance @ 10% of the contract value for that year in the manner specified in the Letter of Award (LoA).
5. We agree that there will be an annual escalation of 5% in the amount of Monthly Lease Rental.
6. We agree that in case any variance in the area is found at the time of handing over possession, the monthly consideration shall be adjusted on pro-rata basis.
7. We acknowledge and agree to submission of an unconditional bid.

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

Yours faithfully,

**Authorized Signatory**

**[In full and initials]**

**Name and Designation of Signatory with Date and Seal:**

**Address of the Bidder:**

*Note:*

- 1. Just for reference, bidders are required to fill Fees in Tender BoQ only and shall not indicate this in any manner in the Technical Bid, else it will lead to disqualification of the bid.*

## **SECTION: 6**

### **BID SUBMISSION CHECK LIST**

SELECTION OF AN AGENCY FOR OPERATING & MAINTAINING GYMNASIUMS IN INDIRA GANDHI PARK IN  
BHUBANESWAR, ODISHA CALL-2

**Annexure - I**

Sr.	Description	Submitted (Yes/No)	Page No.
<b>TECHNICAL PROPOSAL</b>			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of <b>Rs. 11,800/-</b> as prescribed in the RFP		
4	<b>Rs. 5,00,000/-</b> as prescribed in the RFP		
5	General Details of the Bidder (TECH - 2)		
6	Financial details of the bidder (TECH - 3) along with all the supportive documents such as copies of Profit - Loss Statement and Balance Sheet for the concerned period		
7	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
8	Self-Declaration on Potential Conflict of Interest (TECH- 5)		
9	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during its business career.		
10	Copy of registration certificate for operating gym		

**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 [In full and initials]:**\_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_

PERFORMANCE BANK GUARANTEE FORMAT

**To**

**The Engineer Member**

**Bhubaneswar Development Authority**

Akash Shova Building, Bhubaneswar-751001, Odisha

**WHEREAS** \_\_\_\_\_ (Name and address of the Consultant) (hereinafter called "the Consultant") has undertaken, in pursuance of RFP No \_\_\_\_\_ dated \_\_\_\_\_ to undertake the service \_\_\_\_\_ (description of services) (herein after called "the contract").

**AND WHEREAS** it has been stipulated by \_\_\_\_\_ (Name of the Client) in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

**AND WHEREAS** we have agreed to give the supplier such a bank guarantee;

**NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of \_\_\_\_\_ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract 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 or the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

SELECTION OF AN AGENCY FOR OPERATING & MAINTAINING GYMNASIUMS IN INDIRA GANDHI PARK IN  
BHUBANESWAR, ODISHA CALL-2

This performance bank guarantee shall be valid until the\_\_\_\_\_day of\_\_\_\_\_, <Year>

Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our Bhubaneswar branch on or before Dt.\_\_\_\_\_otherwise, bank shall be discharged of all liabilities under this guarantee thereafter.

.....

**(Signature of the authorized officer of the Bank)**

.....

**Name and designation of the officer**

.....

**Seal, name & address of the Bank & Branch**

<<Any Other assignment related Material may also be included in the Annexure for the bidder>>

## SECTION: 7

# STANDARD FORM OF CONTRACT

### *(Draft Agreement)*

*\*Subject to changes before entering into the final Agreement*

**DRAFT LEASE DEED**

*(Provisional, subject to addition/alteration/modification, before execution of Lease Deed)*

**DRAFT FORMAT OF LEASE FOR “SELECTION OF AN AGENCY FOR OPERATING & MAINTAINING GYMNASIUMS IN INDIRA GANDHI PARK IN BHUBANESWAR, ODISHA” CALL-2**

*(Note: Condition specified in this draft format are subject to correction, variation and modification in case of contingencies if any required by BDA)*

**THIS INDENTURE (“Indenture”)** is made and executed on this the . . . . . day of 2025.

**BETWEEN**

**Bhubaneswar Development Authority (BDA)**, a statutory authority constituted and created by the Government of Odisha in the year 1983 under the Odisha Development Authorities Act, 1982, having its registered office at Akash Sobha Building, Sachivalaya Marg, Bhubaneswar - 751 001, Odisha (India) acting through \_\_\_\_\_, [insert name of the office and his designation] (hereinafter referred to as “**BDA**” or “**LESSOR**” which expression shall, where the context so admits be deemed to include its successors-in-interest and permitted assigns) of the **FIRST PART**

**AND**

\_\_\_\_\_, a Company having its registered office at \_\_\_\_\_ (hereinafter referred to as the “**LESSEE**” which Expression shall, where context so admits be deemed to include its successors in interest and assigns) of the **SECOND PART**

“**BDA**” and the “**Lessee**” are, where the context demands, individually referred to as “**Party**” and collectively as “**Parties**”.

**WHEREAS** the **BDA** has developed and is in possession of the fully built-up Building at Indira Gandhi Park Bhubaneswar developed with the highest standards of safety and convenience.

It has been acknowledged by the Lessor that the Demised built-up space would be transferred to the Lessee for Operation and Management of the “**Gymnasium**” on the terms contained thereunder. The Lessor i.e. **BDA** will thus provide Lease hold rights for the specified assets to the Lessee in their favour.

Sub-Lease by the Lessee is not permitted under this Lease unless it’s a standard industry practice and specifically approved in writing by the BDA i.e. Lessor.



Through this Indenture, BDA wishes to lease the Demised Built-up space to the Lessee on the terms and conditions agreed between the Parties set out.

**NOW, THEREFORE, THIS INDENTURE WITNESSETH AS UNDER:**

That in consideration of the sum of INR ..... per year (Indian Rupees ..... ) to be escalated at 5% every year, the Lessee is granted Lease by the Lessor.

The Term of the lease is 5 years and will cease to exist on completion of 5 years from the date of execution of this Lease Deed.

That the Lessee is permitted to install the required movable equipment, market the facility, identify prospective customers and provide Gym facility to the visitors visiting the Gym.

The above is more explicitly described in the bidding documents.

BDA represents and warrants to the Lessee that:

- i. It has obtained the required approvals from the Government of Odisha and assigned to provide the leasehold rights to the Lessee for the demised built-up space named the **"Gymnasium"**.
- ii. It has the clear and marketable rights of the Demised built-up space, free from any encumbrances, for providing it on lease to the Lessee.
- iii. That the Demised built-up space is not subject to any mortgage, lien, charge or similar or other encumbrances.
- iv. There exist no claims, actions, litigations, arbitrations, land acquisition proceedings, garnishee or other proceedings relating to the Demised built-up space. BDA shall give the Lessee immediate notice of any claim, litigation, proceeding or investigation which becomes known to it during the Term of the lease.
- v. BDA does not have any liability for any taxes or any interest or penalty in respect thereof, of any nature, that may become a lien against the Demised built-up space.
- vi. BDA is in compliance with all applicable laws in relation to the Leased built-up space such can impact the Leasehold rights and seamless operation of the **"Gymnasium"**.

Both Parties represent and warrant to each other for itself that:

- i. Execution of this Indenture will not violate any provision of its organizational documents.

- ii. Conflict with or result in any material breach or violation of any of the terms and conditions of or constitute (or with notice or lapse of time or both constitute) a default under, any agreement to which it is a party or by which it is bound.
- iii. Violate any court order, judgement, injunction, award, decree, or writ against, or binding upon it or upon its securities, properties, or business.
- iv. Violate any law or regulation of India.

The Lessee covenants with BDA as follows:

- i. That it shall execute the Lease in conformity with the terms and conditions laid down by the Lessor i.e. BDA.
- ii. That the Gym will be operated with highest efficiency including operation and maintenance in order to provide maximum convenience to the visitors of Gymnasium.
- iii. That, the Lessee shall during the Term hereof pay to BDA the monthly rent of Rs. . . . . .  
. . . . . in advance for the respective month/quarter/ annually and on the days and in the manner fixed by BDA for this purpose from time to time and as per the escalation mentioned in this document.
- iv. That, the Monthly Rent shall be escalated at 5% after every year.
- v. That the Lessee shall hold and use the Demised built-up space i.e. the “Gymnasium” only for related activities permissible by the BDA.
- vi. That the Lessee shall during the said Term pay all rates, taxes and charges of every description now payable or hereafter to become payable in respect of the Demised built-up space.
- vii. The Lessee will ensure that no additional construction on the Demised built-up space is undertaken unless specifically approved and advised by the BDA.
- viii. That the Lessee shall conform to all rules, regulations and by-laws of the Bhubaneswar Development Authority/ Bhubaneswar Municipal Corporation or such other local authority for the area as may hereafter be constituted relating to buildings, public health, environment, safety, convenience and sanitation which may for the time be enforced.
- ix. That no act, shall be done or caused to be done on the Demised built-up space which is likely to be or become a nuisance or a disparagement, annoyance, or inconvenience to BDA or to the other inhabitants in the Building of Gymnasium Bhubaneswar.
- x. That the Lessee shall keep intact the boundaries of the Demised built-up space and shall ensure inspection when required by BDA, subject to 7 (seven) days advance written notice.

- xi. That the Lessee shall not, without the consent in writing of BDA, use or permit the use of the Demised built-up space for any purpose other than that for which it is leased.
- xii. In the event that Lease granted hereunder is not renewed the Lessee shall hand over to BDA, free of cost, the peaceful possession of the Demised built-up space i.e. the "Gymnasium" along with all immovable assets in as-is condition as of the date of the expiry of the Term of this Lease Agreement/ Deed.

BDA hereby covenants with the Lessee as follows:

- i. That the Demised built-up space is free of all encumbrances and that the Lessee paying the lease rent hereby reserved and perform all the covenants herein contained, shall hold and enjoy the Demised built-up space during the term hereof without any unlawful interruption by BDA, or any other person whatsoever.
- ii. That, if the Lessor at any time, before the expiry of the Term desires to resume the Demised built-up space or any part thereof for any "Public Purpose" (however, the term "Public Purpose" shall only be applicable for circumstances where the said resumption or re-entry is necessary for ensuring national security or in cases of National Emergency and shall be mandated by the Designated Constitutional Authority), the Lessee shall vacate the Demised built-up space or the part of the Demised built-up space as required for the above mentioned public purpose within three months from the notice in writing given by BDA and the Lessee shall be entitled for compensation at prevailing market price and payable in accordance with the principles laid down under the Land Acquisition Act, 1894. The Lessee shall also be entitled to compensation on account of the loss of use and occupation of the holding of the Demised built-up space or part of it which may be fixed at such amount which may be considered equitable according to the circumstance.
- iii. That prior to the expiry of the Term of this Indenture, the Parties shall enter into good faith negotiations to renew this Lease granted hereunder under mutually agreed terms and conditions. However, the final decision of renewal will vest solely with the Lessor.
- iv. That it is in sole and absolute possession of the Demised built-up space and has a clear and marketable title to the demised built-up space and is in compliance with all applicable laws in relation to the demised built-up space;
- v. That there exists no claim, actions, litigations, arbitrations, land acquisition proceedings, garnishes or other proceedings relating to the Demised built-up space. BDA shall give the Lessee immediate notice of any claim, litigation, proceeding or investigation which becomes known to it during the Term of this Indenture.
- vi. BDA will indemnify, defend and hold harmless the Lessee against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of breach by BDA, its officers, servants and agents of any obligations of BDA under this Agreement except to the extent that any such claim has arisen due to breach by the Lessee of any of its obligations under this Agreement.

- vii. That the expression “Lessee” hereinbefore used shall include its heirs, executors, administrators and agents and assigns.
- viii. All registration fees and other costs and expenses payable for the execution and registration of this Indenture shall be borne and paid by the Lessee.

**Interpretation:** That the Lease Agreement and the conditions of any Principal Lease Deed between the Government of Odisha and BDA, for the land on which the Building of the Gymnasium has been constructed, forms part of the deed entered into with the Lessee and for all purpose (s) such conditions shall be deemed part of the lease deed and in case any contingency of any incoherency between and among the conditions of the Principal Lease Deed executed with the Government and with that of the present indenture the conditions of the Principal Lease Deed shall prevail and accordingly any conflict on the Lease Deed arises, the conditions should be read harmoniously with reference to the objectives of the “Gymnasium”.

**IN WITNESS WHEREOF** the undersigned have executed this Agreement as of the date first above written.

Signed and delivered for an on behalf of Bhubaneswar Development Authority	Signed and delivered for and on behalf of Lessee
Name:	Name:
Witness:	Witness:

## **SECTION: 8**

### **Procedure for E- Tendering**

## Procedure to participate in online bidding- e-procurement

### 1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:

The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. **THE PORTAL REGISTRATION OF THE BIDDER/ FIRM IS TO BE AUTHENTICATED BY THE STATE PROCUREMENT CELL AFTER VERIFICATION OF ORIGINAL VALID CERTIFICATES/ DOCUMENTS SUCH AS (I) PAN AND (II) REGISTRATION CERTIFICATE (RC)/ GST REGISTRATION CERTIFICATE AND GSTIN (FOR PROCUREMENT OF GOODS) OF THE CONCERNED BIDDER. THE TIME PERIOD OF VALIDITY IN THE PORTAL IS AT PAR WITH VALIDITY OF RC/ GST REGISTRATION CERTIFICATE AND GSTIN. ANY CHANGE OF INFORMATION BY THE BIDDER HAS TO BE RE-AUTHENTICATED BY THE STATE PROCUREMENT CELL. AFTER SUCCESSFUL AUTHENTICATION, THE BIDDER CAN PARTICIPATE IN THE ONLINE BIDDING PROCESS.**

Contractor not registered with Government of Odisha, can participate in the e-procurement after necessary enrollment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

- a) To log on to the portal the Contractor/Bidder is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
- b) The tender documents uploaded by the Tender Inviting Officer in the website <https://tendersodisha.gov.in> will appear on the "Active Tenders" Section of the homepage. Only a small notification will be published in the newspaper specifying the work details along with mention of the specific website for details. The publication of the tender will be for a specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the web site.
- c) The software application has the provision of payment of cost of tender document through payment gateways of authorized bankers by directly debiting the account of the bidders.

- 1.1 Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.
- 1.2 In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- 1.3 Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.
- 1.4 For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The online bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.
- 1.5 A bid is said to be complete if accompanied by cost of bid document and appropriate bid security. The system shall consider only the last bid submitted through the E-Procurement portal.
- 1.6 The bidder may ask questions related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify queries related to the tender.
- 1.7 The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Executive Engineer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to download all the documents for preparation of his bid. It is not necessary for the part of the Bidder to upload other Bid documents (after signing) while uploading his bid. He is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bid security shall be forfeited.
- 1.8 Any addendum / corrigendum/ cancellation of tender shall be published in the website <https://tendersodisha.gov.in>, notice board and through paper publication and such notice shall form part of the bidding documents.
- 1.9 The system generates a mail to those bidders who have already uploaded their tenders and those bidders, if they wish can modify their tenders. The bidders are required to which the website till last date and time of bid submission for any addendum/ corrigendum/

cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail. All the volumes/ documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ downloaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be affected by using DSC of appropriate class.

## **2. PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:**

The Bidder shall furnish, as part of his Bid, a Bid security for the amount mentioned under NIT/Contract Data in online mode. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

- 2.1 The EMD or Bid Security payable along with the bid is as mentioned in the bid document.
- 2.2 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to procedure the original documents, he will be debarred in future from participating in tender for 3 years and will be blacklisted by the competent authority. In such as situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.
- 2.3 The Government of Odisha has introduced e-payment gateway into the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the "Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids".

## **3. FORMAT AND SIGNING OF BID:**

(Logging to the Portal)-The Contractor/ Bidder is required to type his/her Login ID and Password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, Password and DSC combination and authenticates the login process for use of portal.



The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit a single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures; the words will be self-generated. The Bidders are advised to upload the completed Bid document well ahead of the last date & time of receipt to avoid any last-minute problem of power failures etc.

- 3.1 The Bidder shall go through the Bid carefully and list the documents that are asked for submission. He shall prepare all documents including Declaration form, price bid etc. and store in the system.
- 3.2 The bidder shall log on to the portal with his DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been uploaded in an appropriate place, he clicks the submit button to submit the bid to the portal.
- 3.3 The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after the due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.
- 3.4 In the e-procurement process each process is time stamped. The system can identify each individual who has entered into the portal for any bid and the time of entering into the portal.
- 3.5 The Bidder should ensure clarity of the document uploaded by him to the portal, especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid, if so, desires can ask for legible copies or original copies for verification within a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date, his bid security shall be forfeited.

#### **4. SUBMISSION OF BIDS: -**

- 4.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand, list of machineries and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.
- 4.2 Bidders are to submit only the original BOQ ( in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

- 4.3 The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 4.4 The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective items(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal places only in case of percentage rate tender.
- 4.5 The bidder shall log to the portal with his/ her DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.
- 4.6 Bids cannot be submitted after the due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the Bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
- 4.7 Each process in the e-procurement is time stamped and the system can defect the time of log in of each user including the Bidder.
- 4.8 The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.
- 4.9 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
- 4.10 The bidder should check the system generated confirmation statement on the status of the submission.
- 4.11 The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 4.12 The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 4.13 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred to all the drawings and documents uploaded by the Officer Inviting the Bid.
- 4.14 The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids is declared as a holiday for the Officer Inviting the Bid.
- 4.15 The 'Online bidder' shall digitally sign on all statement's documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/bogus, his EMD/BID Security shall stand forfeited and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

**5. SECURITY OF BID SUBMISSION:**

- a. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
- b. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

**6. DEADLINE FOR SUBMISSION OF THE BIDS:**

- 6.1 The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids is declared as a holiday for the Officer inviting the Bid.

**7. RESUBMISSION AND WITHDRAWAL OF BIDS:**

- 7.1 Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.
- 7.2 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 7.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

**8. LATE BIDS:**

- 8.1 The system shall reject submission of any bid through portal after closure of the receipt time. For all purposes the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

**9. MODIFICATION AND WITHDRAWAL OF BIDS:**

- 9.1 In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 9.2 In the E-Procurement Portal, withdrawal of bid is allowed. But in such case, he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and up load the scanned document to portal in the respective bid before the closure date and

time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

## **10. OPENING OF THE BID:**

10.1 Bid opening date is specified during tender creation or can be extended with corrigendum.

This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers' private key will be required to open the bids and all the openers have to log on to the portal during that time.

10.1.1 The bidders who participated in the online bidding can witness the opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.

10.1.2 Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.

10.2 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.

10.3 In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".

10.4 The Bid openers, who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers log on the portal with their DSC the Tender cannot be opened.

10.5 In case of non-responsive tender, the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

## **11. EVALUATION OF BIDS: -**

11.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing..... nos. of pages".

11.2 After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidder's price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

- 11.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 11.4 Immediately, on receipt of these clarifications, the Evaluating Officers, predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the technical evaluation page in the system. The Officer Inviting the Bid, if also the accepting authority, shall log on to the system with his digital signature and check the technical evaluation. He can either accept or pass it on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.
- 11.5 The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.
- 11.6 The Procurement Officer-Evaluators will evaluate bid and finalized list of responsive bidders.
- 11.7 Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.
- 11.8 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 11.9 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wishes to be present.
- 11.10 At the time of opening of "Financial Bid", the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.
- 11.11 The responsive bidders' name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.
- 11.12 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 11.13 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
- 11.14 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

- 11.15 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.
- 11.16 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of Department.

## **12. CLARIFICATION AND NEGOTIATION OF BIDS:**

- 12.1 For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.
- 12.2 On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3 ....) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

## **13. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:**

- 13.1 In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his email ID.
- 13.2 The Employer/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution and completion of the works by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 13.3 The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, "Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.
- 13.4 If the L1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.

#### **14. BLOCKING OF PORTAL REGISTRATION**

- 14.1 If the registration Certificate of the contractor is cancelled/ suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- 14.2 The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- 14.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight of the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
- 14.4 Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.
- 14.5 Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)
- 14.6 Fails to execute the agreement within the stipulated date.
- 14.7 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.
- 14.8 Accordingly, the officer Inviting Tender shall recommend to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD code Volume-II.
- 14.9 The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

#### **DISCLAIMER**

The Applicant must read all the instructions in the RFP and submit the same accordingly.

**Engineer Member**  
**Bhubaneswar Development Authority**