

REQUEST FOR PROPOSAL (RfP)

**Engagement Of Transaction Advisor For
Development Of Kalinga Sports Hub On Public
Private Partnership (Ppp) Mode At Bhubaneswar,
Odisha**

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

DISCLAIMER

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2. This RfP is not an agreement and is neither an offer nor invitation by Sports and Youth Services Department, Government of Odisha to the prospective Applicants or any other person. The purpose of this RfP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RfP. This RfP includes statements, which reflect various assumptions and assessments arrived at by Sports and Youth Services Department, Government of Odisha in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant 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 Applicant 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.
3. Information provided in this RfP to the Applicants 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. Sports and Youth Services Department, Government of Odisha accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
4. Sports and Youth Services Department, Government of Odisha, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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.
5. Sports and Youth Services Department, Government of Odisha also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RfP.

6. Sports and Youth Services Department, Government of Odisha, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RfP.
7. The issue of this RfP does not imply that Sports and Youth Services Department, Government of Odisha, is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the assignment and Sports and Youth Services Department, Government of Odisha, reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
8. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Sports and Youth Services Department, Government of Odisha, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.

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1. Data Sheet

| Activity | Description |
|---------------------------------|--|
| Assignment Name | Engagement of Transaction Advisor for Development of Kalinga Sports Hub on Public Private Partnership (PPP) Mode at Bhubaneswar, Odisha |
| Name of the Client | Sports and Youth Services Department, Government of Odisha |
| Nodal Officer Contact details | Name: Sh Vedabandhu Mishra, Designation: Deputy Secretary, e-mail: veda123@gmail.com Address: Director, Sports & Youth Services Department of Sports & YS Sports PMU (1st Floor) C-1, Nayapalli, Bhubaneswar-751012 |
| Selection Method | Quality and Cost Based Selection (QCBS) |
| Preparation of Proposal | |
| Language | Proposals shall be submitted in English language. All correspondence exchange for the assignment shall be in English language. |
| Technical Proposal (Envelope I) | <p>The Proposal shall comprise the following:</p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> I. Minimum Eligibility Criteria II. SCHEDULE – A: Technical Bid Submission Form III. SCHEDULE – B: Letter of Bid/Declaration IV. SCHEDULE – C: Power of attorney for signing of Bid V. SCHEDULE – D: Details of Bidder VI. SCHEDULE – E: Description of Experience of Bidder VII. SCHEDULE –F: Description of Approach, Methodology and Work Plan for undertaking the assignment VIII. SCHEDULE –G: Team Composition and Task Assignments IX. SCHEDULE – H: Curriculum Vitae (CV) For Proposed Professional Staff X. SCHEDULE – I: Income Tax, PAN and GST Registration Documents XI. SCHEDULE – J: Annual Turn Over In Last Three Financial Years from Consulting Services with financial statements including Balance Sheet and Profit & Loss Statement |

| | | |
|-------------------------------------|--|--|
| Financial Proposal (Envelope II) | 2nd Inner Envelope with the Financial Proposal: | |
| Minimum Eligibility Criteria | I. Schedule - K | |
| | Specific Requirements | Supporting Documents |
| | The Bidder should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services for at least 10 years as on July 31, 2018 | Incorporation/ Registration Certificate |
| | The Bidder should have an a) Average turnover of minimum Rs. 1,000 crore from consulting services during last three financial years (FY 2014- 15, FY 2015-16, FY 2016-17) b) Average turnover of minimum Rs. 100 crores from Government advisory services during the last three financial years (FY 2014-15, FY 2015- 16, FY 2016-17) | Certificate from statutory auditor/ audited financial statements for the three previous financial years |
| | The Bidder should have experience of working on minimum thirty (30) PPP/ Transaction Advisory assignments with Central/ State Governments agencies in India | Work Order/ Copy of agreement |
| | The bidder should have at least 500 full time consultants on roll in Govt. Advisory services as on July 31, 2018 | Certificate by competent HR of the company |
| Bid Processing Fee | Rs.10,000/- (Rupees Ten Thousand) (including GST) in the form of demand draft drawn in favour of 'Director to Govt., Sports & YS Department', payable at Bhubaneswar. The Bid Processing Fee shall be submitted along with the 1 st Inner Envelope of the Technical Proposal. | |
| Earnest Money Deposit (EMD) | EMD of Rs. 5,00,000/- (Rupees Five Lakh) in the form of demand draft drawn in favour of Under Secretary to Govt., | |

| | |
|--|--|
| | Sports & YS Department', payable at Bhubaneswar. The EMD shall be submitted along with the 1 st Inner Envelope of the Technical Proposal. |
| Validity of the proposal | 180 days |
| Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible | No |
| Clarification | Clarifications may be requested no later than 2 days prior to the date of the pre-bid meeting by e-mail only. The e-mail id for requesting clarifications is: veda123@gmail.com |
| Consortium/ JV/ Sub Contracting | Collaboration with associate/network member firms is allowed. Any kind of other consortium/ Joint Venture/ Sub-contracting is not allowed. |
| Submission, Opening and Evaluation | |
| Submission | The Firm must submit: (a) Technical Proposal: one (1) original, (1) copy and (1) CD or Pen Drive (b) Financial Proposal: one (1) original The Firms shall not have the option of submitting their Proposals electronically. |
| Date of RfP publication | 12/09/2018 |
| Last date for Submission of Queries | 11 AM on 18/09/2018 |
| Pre- bid meeting | 11 AM on 19/09/2018 at Department of Sports & YS |
| Issue of Corrigendum | 19/09/2018 |

| | |
|---------------------------------|--|
| Bid Due Date | 3 PM on 09/10/2018 |
| Technical Bid opening | 4 PM on 09/10/2018 at Department of Sports & YS |
| Date of Technical Presentations | 11/10/2018 |
| Financial Bid Opening | The date of financial bid opening shall be informed later to the qualified firms. |
| Time period for the assignment | Nine (09) months from the date of issue of work order for Phase '1' and '2' Thirty six (36) months from the date of appointment of concessionaire for Phase '3' |
| Evaluation Criteria | QCBS (Quality cum Cost Based Selection) |

2. Section- I: General Information

2.1 Introduction

Odisha is fast emerging as one of the important hubs for sports in the country with world-class sporting events being organised in the State. The successful hosting of the 22nd Asian Athletics Championships and Hockey World League in 2017 has signalled Odisha's emergence as a strong force in the 'Global Sports Arena'. The Hockey World Cup 2018 is being organised in the State during November-December 2018. The Government of Odisha (GoO) has been actively promoting sports in the State and has been creating necessary infrastructure and other facilities that are pre-requisite for organizing high standard sporting events, nurturing sports persons as well as for the overall development of sports in the state.

As part of these initiatives, GoO proposes to establish a world-class integrated Sports Complex at Kalinga Sports Stadium on Public Private Partnership Model. The initiative includes upgrading the existing sporting infrastructure facilities at the Stadium, developing new green-field infrastructure and operating & maintaining both the facilities.

The Sports and Youth Services Department has decided to appoint a transaction advisory firm comprising team of experienced and qualified expert professionals with an objective to render assistance to the Department in undertaking the PPP Transaction Advisory for the said Sports Complex.

Once implemented, the Sports Complex will play a critical role in accelerating the development of the sports industry in the country, in general and in the State, in specific.

2.2 Objective of the Assignment

The key objectives of the assignment will include:

- Undertake feasibility study for development of new holistic facility
- Assist in Bid Process Management towards appointment of a developer
- Assist during Construction, Operation and Maintenance phase for three years after the appointment of concessionaire
- Assist in overall strategic planning and implementation of various activities for successful appointment of a developer

The detailed scope of work is provided in subsequent sections of the RfP.

2.3 Selection procedure

An agency will be selected under Quality and Cost Based Selection (QCBS) system and procedures described in this RfP.

3. Section II: Information to the Firms

1. Firms are invited to submit Technical Proposal and Financial Proposal, as specified in the Data Sheet for services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
2. Firms must familiarize themselves with the local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, firms are encouraged to visit the Client before submitting a proposal and to attend a pre-bid meeting if one is specified in the Data Sheet. Attending the pre-bid meeting is optional.
3. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including visit(s) to the Client, are not reimbursable; and (ii) the Client is not bound to accept any of the proposals submitted.
4. Sports and Youth Services Department, Government of Odisha requires that firms provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Firms shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

5. Without limitation on the generality of this rule, firms shall not be hired under the circumstances set forth below:
 - (a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing services for the same project. Conversely, firms hired to provide professional services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier professional services) for the same project.
 - (b) Firms or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Firms.
6. As pointed out in para. 5(a) above, firms may be hired for downstream work, when continuity is essential. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Firm will be hired for the purpose.
7. To observe the highest standard of ethics during the selection and execution of the assignment, the terms set forth below shall be followed:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower, and includes collusive practices among firms (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.
 - (a) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question
- 8. Clarifications and amendments of RfP Documents**
 - (a) Prospective bidders, requiring clarification on the RfP shall notify Sports and Youth Services Department, Government of Odisha by e-mail at the mailing address indicated in the Data Sheet on or before the last date for submission of queries, as indicated in the Data Sheet. Queries received after this date will not be entertained.
 - (b) Sports and Youth Services Department, Government of Odisha shall respond in writing or by e-mail to the requests for clarification, on or before the date mentioned in the Data Sheet.

(c) **Amendment in RfP**

At any time, prior to the date of submission of Bids, Sports and Youth Services Department, Government of Odisha may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RfP. The amended RfP and/or the corrigendum shall be notified by Sports and Youth Services Department, Government of Odisha on the following website – www.dsysodisha.gov.in. These amendments will be binding on the bidders. In order to afford prospective bidders reasonable time to take these amendments into account in preparing their bids, Sports and Youth Services Department, Government of Odisha may, at its discretion, extend the deadline for the submission of bids.

9. Technical Proposal

(a) In preparing the Technical Proposal, firms are expected to examine the documents constituting this RfP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

(b) While preparing the Technical Proposal, firms must give particular attention to the following:

- i. The firms cannot seek the participation by entering into a joint venture with other firms.
- ii. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- iii. Proposed professional staff must, at a minimum, have the experience indicated in this RfP, preferably working under conditions similar to those expected in the proposed assignment.
- iv. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- v. Reports to be issued by the firms as part of this assignment must be in the language(s) specified in the Data Sheet.

(c) The Technical Proposal shall provide the following information using the attached Standard Forms

- i. Minimum Eligibility Criteria
- ii. SCHEDULE – A: Technical Bid Submission Form
- iii. SCHEDULE – B: Letter of Bid/Declaration
- iv. SCHEDULE – C: Power of attorney for signing of Bid
- v. SCHEDULE – D: Details of Bidder
- vi. SCHEDULE – E: Description of Experience of Bidder

- vii. SCHEDULE –F: Description of Approach, Methodology and Work Plan for undertaking the assignment
- viii. SCHEDULE –G: Team Composition and Task Assignments
- ix. SCHEDULE – H: Curriculum Vitae (CV) For Proposed Professional Staff
- x. SCHEDULE – I: Income tax, PAN and GST Registration Documents
- xi. SCHEDULE – J: Annual Turn Over In Last Three Financial Years from Consulting Services

(d) The Technical Proposal shall not include any financial information.

10. Financial Proposal

- (a) In preparing the Financial Proposal, firms are expected to take into account the requirements and conditions outlined in the RfP documents. The Financial Proposal should follow Standard Form (Schedule K).
- (b) The Firm will specify and compute all applicable taxes in the financial bid.
- (c) The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Firm is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Firms who do not agree have the right not to extend the validity of their proposals.

11. Submission, Receipt, and Opening of Proposals

- (a) The original proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.
- (b) An authorized representative of the firm initials all pages of the proposal. The representative's authorization shall be confirmed by a written Power of Attorney accompanying the proposal.
- (c) For each proposal, the Firms shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original copy shall govern.

- (d) Agencies shall submit the sealed bids in four sealed envelopes as detailed below. The name and address of the agency should be mentioned on each envelope. The language of the Bids as well as the supporting documents shall be in English.
- (e) **Sealed Envelope I:** The cover of the envelope should clearly mention as “Envelope-I – Technical Bid for “Engagement of Transaction Advisor for development of Kalinga Sports Hub on Public Private Partnership (PPP) Mode at Bhubaneswar, Odisha”. It will contain the Technical Bid as per specified format (Minimum Eligibility Criteria, Schedule A, B, C, D, E, F, G, H, I and J) and any other relevant documents, duly signed by authorized representative of agency with company seal, EMD and Non-refundable Bid Processing Fee towards the cost of RfP document
- (f) **Sealed envelope II:** The cover of the envelope should clearly mention as “Envelope-II – Financial Bid for “Engagement of Transaction Advisor for development of Kalinga Sports Hub on Public Private Partnership (PPP) Mode at Bhubaneswar, Odisha”. It should contain Financial Bid (Schedule K) duly signed by authorized representative of agency with company seal.
- (g) **Sealed envelope III:** The cover of the outer envelope should clearly mention as “Engagement of Transaction Advisor for development of Kalinga Sports Hub on Public Private Partnership (PPP) Mode at Bhubaneswar, Odisha”. This outer envelope will include the sealed envelope – I and sealed envelope - II.
- (h) Tender complete in all respects may be submitted to Sports and Youth Services Department, Government of Odisha through courier/ speed post/hand-delivery only such that they are delivered to the address mentioned in the Data Sheet on or before the time and date mentioned in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened. Tenders received by fax/mail will not be entertained.
- (i) Sports and Youth Services Department, Government of Odisha shall at its discretion, extend this deadline for submission of bids by amending the RfP.

12. Proposal Evaluation

From the time the bids are opened to the time the contract is awarded, if any Firm wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to

influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Firm's proposal.

(a) The mode of Evaluation shall be QCBS (Quality and Cost Based Selection)

(b) Evaluation of Technical Proposals

- i. The evaluation of Technical Proposal of only those Consultants who have qualified in the pre-qualification/ minimum eligibility criteria as mentioned in the data sheet will be carried out
- ii. The bidders will be assessed as per the eligibility criteria mentioned in the Data Sheet section. Only bidders who qualify the criteria shall be eligible for technical evaluation. Non-conforming proposals will be rejected and will not be eligible for any further processing
- iii. The evaluation committee, appointed by the Client as a whole, and each of its members individually, shall evaluate the proposals on the basis of their responsiveness to terms as mentioned in the table below.
- iv. The technical evaluation shall be done as per the following criteria:

| | Maximum Points |
|--|-----------------------|
| 1. Relevant experience of the bidder | 35 |
| <ul style="list-style-type: none"> • Experience of undertaking five or more PPP assignments with cost of each project worth at least 100 crores Each relevant assignment will carry 01 mark | 05 |
| <ul style="list-style-type: none"> • Experience in five or more consulting assignments in India in sports infrastructure including technical advisory, feasibility analysis etc. Each project relevant assignment will carry 02 marks | 10 |
| <ul style="list-style-type: none"> • End-to-end experience of transaction advisory, managing payment mechanisms and review of performance indicators for a Sports Hub and/or major sports facility developed on PPP mode | 10 |

| | Maximum Points |
|--|-----------------------|
| <ul style="list-style-type: none"> • Experience of ten or more consulting assignments with State Government Departments/Agencies in Odisha Each relevant assignment will carry 01 mark | 10 |
| 2. Relevant experience of the key professional staff proposed for the Assignment | 30 |
| a) International Sports cum PPP Expert <ul style="list-style-type: none"> • Master's Degree in Business Administration/ Chartered Accountant or relevant post-graduation from reputed education Institution /University with at least 20 years of demonstrable expertise in administration of sports and/or sports facilities complexes, infrastructure financing and PPP transactions | 10 |
| b) Team Leader cum PPP Expert <ul style="list-style-type: none"> • Master's Degree in Business Administration or relevant post-graduation from reputed education Institution /University, with minimum 15 years of experience in leading feasibility studies, bid process management etc. of PPP projects | 05 |
| c) Financial Expert <ul style="list-style-type: none"> • Master's degree in Business Administration or equivalent post-graduation qualification from reputed education Institution/ University, with minimum 10 years of experience in financial modelling and feasibility assessments | 05 |
| d) Sports Infrastructure Expert <ul style="list-style-type: none"> • Master's degree in Business Administration/ Sports | 04 |

| | Maximum Points |
|---|-----------------------|
| Management or equivalent post-graduation from reputed education Institution, with minimum 10 years of experience in advising development of sports facilities/ stadia | |
| e) Procurement and Bid Process Management Expert <ul style="list-style-type: none"> Master's degree in Business Administration or equivalent post-graduation qualification from reputed education Institution/ University, with minimum 10 years of experience in formulating procurement strategy and bid processing for infrastructure projects | 03 |
| f) Resident Project Coordinator <ul style="list-style-type: none"> Post graduate with at least 5 years of experience each in PPP transaction advisory consulting for Central/State Governments | 03 |
| 3. Presentation on Approach and methodology for the assignment | 35 |
| Total | 100 |

*- Copies of work orders/agreement must be submitted as a proof for each assignment

*- CVs of Support Analysts should be provided as part of the proposal, but will not be evaluated.

The indicative deployment of the experts at Bhubaneswar during the Phase '1' and Phase '2' is as below:

| Sl. | Expert | Number of days |
|------------|-------------------------------------|-----------------------|
| 1 | International Sports cum PPP Expert | 25 |
| 2 | Team Leader cum PPP Expert | 90 |
| 3 | Financial Expert | 90 |

| Sl. | Expert | Number of days |
|-----|---|----------------|
| 4 | Sports Infrastructure Expert | 45 |
| 5 | Procurement and Bid Process Management Expert | 60 |
| 6 | Resident Project Coordinator | 270 |
| 7 | Support Analysts (2) | 90*2 = 180 |

However, the selected consulting firm may deploy more resources for successful execution of the assignment.

During Phase '3', the Consultant will deploy the 'Resident Project Coordinator' and a 'Support Analyst' to work full-time with the Department of Sports & Youth Services. Other resources may be asked to be deployed as per requirement of the Department.

(c) Public Opening and Evaluation of Financial Proposals

i. After the technical evaluation is completed, the Client shall notify the firms that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.

ii. The Financial Proposals shall be opened publicly in the presence of the firms' representatives who choose to attend. The name of the Firm, the technical scores, and the proposed prices shall be read and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

iii. The fee quotes for Phase '1' & '2' shall be used for the purpose of financial evaluation, as highlighted in Schedule K of this RfP document.

iv. The lowest evaluated Financial Bid (Fm) shall be given the maximum financial score (Sf) of 100. The formula for determining the financial scores of all other bids shall be calculated as follows: $Sf = 100 \times Fm/F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the bid under consideration.

v. The weights given to the Technical (T) and Financial (P) Bids shall be:
T = 80, and
P = 20

Bids shall be ranked according to their combined scores, calculated using the technical score (St) and financial score (Sf) and the weights as follows:

$$S = St \times T\% + Sf \times P\%$$

- vi. Bidder with the highest combined score shall be invited for negotiations.
- vii. The minimum technical score (St) required for opening of Financial Bids shall be 80.

13. Negotiations

- (a) Negotiations will be held at the address indicated in the Data Sheet. The aim shall be to reach agreement on all points and sign a contract.
- (b) Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate the contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- (c) The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract.

14. Award of Contract

- (a) The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Firms on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those Firms who did not pass the technical evaluation.
- (b) The firm is expected to commence the assignment on the date and at the location as specified by the Client during issue of work order.

15. Deliverables and Payment Schedule

During Phase '1' and '2', the agency will provide the following deliverables:

| Sl. | Milestone | Timeline (where 'T' is the date of signing of agreement) | Percentage of Fee of the lump sum quote for Phase '1' and '2' |
|-----|---|--|---|
| 1 | Inception Report | T + 20 days | 10% |
| 2 | Submission of Draft Feasibility Report | T + 3 months | 20% |
| 3 | Submission of Final Feasibility Report | T + 4 months | 20% |
| 4 | Submission of Bid Documents | T + 6 month | 20% |
| 5 | Proposal evaluation report | T + 8 months | 20% |
| 6 | Signing of agreement with successful concessionaire | T + 9 months | 10% |
| | Total | | 100% |

During Phase '3', the payment to the Consultant will be done on monthly basis for three years from the date of appointment of Concessionaire as per the actual deployment of resources at Bhubaneswar depending on the requirements of the Department at the same unit fee rates as quoted in Phase '1' and Phase '2' of the assignment. The fee rates for the resources shall be increased at an annual rate of 10% every year from Year 2 onwards.

Towards the visit of experts to Bhubaneswar during Phase '3', economic class air fare and local accommodation charges at actuals shall be borne by the Department subject to prior approval to the visit.

16. MISCELLANEOUS

- (a) **Final decision-making authority:** Sports and Youth Services Department, Government of Odisha reserves the right to accept or reject any bid and to annul the process at any time without assigning any reason thereof and without thereby incurring any liability to the affected applicant or without informing the applicants of the grounds for such action by the Department.
- (b) **Confidentiality:** All the Applicants shall treat all the information, records, reports, technical data, contracts, agreements, maps, drawings and any other documents provided to them under this bid process, during the RfP

stage, if short listed and upon signing of the Contract Agreement for performing their responsibilities and obligations as confidential. An undertaking in this regard would require to be submitted by the Applicant at the time of signing of the Contract Agreement.

- (c) **Termination:** If in the view of Department, the performance of selected Agency is not satisfactory/ the selected Agency has failed to safeguard the interest of the Department, the Department may at its sole discretion, terminate the engagement of the selected Agency. The Department, in doing so, shall intimate the firm in writing with its termination letter. The decision of the Department in this matter shall be final and binding.
- (d) **Jurisdiction:** All disputes arising shall be subject to the jurisdiction of the appropriate court at Bhubaneswar, Odisha and will be governed by the laws of India.

4. Section III: Scope of work

Kalinga Stadium at Bhubaneswar is a premier sporting infrastructure facility in India managed by Department of Sports & Youth Services, Govt. of Odisha. Spread over an area of around 50 acres, the complex has a main stadium with synthetic track having a seating capacity of 15,000 people. The multi-purpose stadium has playgrounds catering to Football, Athletics, and Lawn Tennis, Basketball including newly developed pink and blue Hockey turf. Other amenities include jogging tracks and a Conference Hall.

It is proposed to develop a green-field sporting facility, adjacent to the existing stadium spread over an area of around 30 acre.

It is envisaged that the proposed holistic sporting facility, existing and new one, shall be an integrated lifestyle hub for world-class sports and entertainment events and a global landmark.

In this regard, the Department of Sports & Youth Services wishes to appoint a Consultant to provide technical advisory consulting services from the feasibility study through to tender documentation development, evaluation of bids received, signing of agreement with the concessionaire and providing advisory services during operation & maintenance phase of the complex. The Consultant shall be responsible for assessment of technical, financial, economic, legal, institutional, safeguards (social, environmental, gender, etc.) and other aspects of the project to successfully develop a well-structured bankable project.

The Consultant shall do the assignment in three phases:

- a) Phase '1' - Feasibility study
- b) Phase '2' - Bid process management
- c) Phase '3' - Assistance during Construction, Operation & Maintenance

Phase '1': Feasibility study:

- a) As-is-assessment of the current stadium facilities including the following activities amongst others:
 - I. Carry out assessment of the current infrastructure facilities at Kalinga Stadium
 - II. Review the sporting events organized at the stadium in the past 5 years and its existing utilization for various sports
 - III. Assess financial performance of the Stadium over the past 5 years
 - IV. Assess the Level of Service provided by various facilities at the Stadium
 - V. Conduct a Condition Audit for various infrastructure facilities at the stadium
 - VI. Analyse the Memberships requests received and distributed across various sports in the past 5 years
 - VII. Undertake benchmarking of infrastructure facilities, utilization and operational management aspects with 5 similar national and 3 international stadia
 - VIII. Conduct a representative customer satisfaction survey with the users and existing membership holders from past 1 year
- b) Assessment of suitability of additional land next to the Kalinga Stadium for development of new sporting infrastructure including following aspects:
 - I. Size
 - II. Accessibility
 - III. Spatial characteristics
 - IV. Resettlements & Rehabilitation requirements, if any
 - V. Planning policy implications
- c) Carry out a market research and demand estimation/ analysis for the holistic facilities (existing and greenfield) for organization of various sporting events;

- d) Organise consultative workshops with concerned stakeholders to set out the vision, project purpose & rationale and scope for the development;
- e) Prepare development principles and potential holistic development options along with respective pros and cons including financial, economic, social impact assessment;
- f) Explore the possibility of alternative means of commercial development (as permitted by relevant regulations) to improve project viability including facilities such as hotels, retail space amongst others.
- g) Provide conceptual features and design aspects for the facility to provide broad idea regarding the project to intending bidders
- h) Identify and quantify costs, expenses and revenues of the Project, prepare the financial model, indicating possible capital structure, the cash flow, debt service, return on investment etc. This would also include sensitivity analysis in relation to the critical parameters of the revenue model;
- i) Review the experience in other countries in PPP arrangements for the financing, construction, operations and maintenance of similar projects;
- j) Assess different PPP models for project development, and recommend the model that will provide the best value for the Government considering the expected demand, viability and appetite of the private sector to undertake the project;
- k) Develop measures for the proposed PPP project structure, such as purchase mechanisms, performance guarantees, preconditions for the concessionaire to fulfill while meeting the service obligations, default and risk clauses, and step-in rights of the Government etc.;
- l) Prepare the operation and maintenance performance standards for the holistic facility taking into consideration global best practices. These standards shall become the performance parameters for the appointed concessionaire;
- m) Prepare the project implementation schedule/roadmap defining timelines of the major phases of project work to fulfill the desired objectives from time of award to project completion;
- n) Prepare a design and monitoring framework for the project, which will include, among others, the monitoring requirements in terms of contract implementation and management;

- o) Assess the current set up and recommend suitable institutional mechanism for successful implementation of the project;
- p) Prepare a risk assessment, allocation and mitigation plan for all stages of the project;
- q) Recommend an action plan for improving overall utilization of the sports infrastructure facility (existing and new);
- r) Conduct an economic impact assessment of the proposed development

Expected Deliverables:

- Feasibility Report outlining the components of Phase ‘1’

Phase ‘2’: Bid Process Management

The Consultant will render advisory services for conducting the bid process, assist in the preparation of complete set of bidding documents and in conducting a competitive and transparent bidding process for selection of the concessionaire.

The responsibilities of the Consultant shall include, among others, the following:

a) Detailed Procurement Plan

The Consultant shall prepare a design detailed procurement plan and process including key aspects of the tender procedure, pre-qualification and selection criteria for appointment of the Concessionaire.

b) Bid Process Design and Bid Documents

The Consultant shall recommend appropriate bid strategy in accordance with the regulations; prepare all necessary bid/tender documents including EoI, RFQ, NIT, RfP, PIM, legal documents and other documents as required.

c) Support during Bidding Process

The Consultant shall assist the Authority in the bid process for selection of the Concessionaire until the signing of the concession agreement. This will relate to participation in pre-bid meetings and addressing questions or issuing clarifications with the approval of the Authority.

The Consultant shall also assist the Authority in engaging with the bidders on different aspects of the Project such as its assets, the process of the transaction, the revenue model and the structure of the Project.

The Consultant shall present the results of the bidding and evaluation of bids in a value-for-money report (with relevant annexes) demonstrating how value for money will be achieved with the preferred bidder.

d) Assistance in selection of the preferred bidder

The Authority intends to select the preferred bidder based on the proposals received from pre-qualified bidders. The Consultant shall assist the Authority in evaluating the proposals and in engaging with the selected bidder until signing of the Concession Agreement.

The Consultant will provide such other advice and assistance as may be necessary and incidental to the Services and as may be requested by the Authority in respect of the Project, including but not limited to attending meetings, conferences and discussions with the Authority, and shall otherwise advise on and assist the Authority on the diverse commercial issues that may arise from time to time.

Expected Deliverables:

- Bid Process documents
- Assistance in bidding process- Proposal evaluation report

Phase '3': Assistance during Construction, Operation & Maintenance

The Consultant is expected to provide advisory services to the Department for a period of 3 years post the appointment of concessionaire for the development of the Sports Complex.

The responsibilities of the Consultant shall include, amongst others, the following:

a) Advisory services during the construction/ upgradation of the Sports Complex

- i) **Contract Manual-** Preparation of contract manual highlighting Organisational chart for monitoring the PPP project, outlining roles & responsibilities, identifying key processes which require approvals, developing process flow and mapping process flow charts against the approving authority structure
- ii) **Risk Management and Stakeholder Management Plan-** Develop a risk management plan that identifies the risks during the construction phase and propose mitigation approaches. Identify external and internal Stakeholders, define engagement tools, issue handling and escalation mechanisms amongst the Stakeholders

- iii) **Performance monitoring-** Define key timelines, milestones and specifications (financial and operational) for the construction phase in consultation with stakeholders and highlight non-compliances, as required. This will include-
 - o Financial Advisory Services- Review financial aspects of the project with reference to the Financial Model developed and update the model highlighting key changes, as required
 - o Operational Advisory Services- Track the overall implementation of the PPP project, assisting the Government in setting up a reporting regime and measures to monitor the activities
- iv) **Staff Training-** Conduct training for contract administration of PPP contract to nurture relevant skill-set to manage the operation of PPP contract

b) Advisory services after the construction/ upgradation of the Sports Complex

- i) **Documentation and Review:** Consultant shall review the monthly reports submitted by the concessionaire; analyse revenue streams, fluctuations over a period and highlight key concerns
- ii) **Review of Performance Indicators-** Track the Performance of the Sports Complex against the Performance Criteria laid down in the Concession Agreement for each facility on a monthly basis and highlight any discrepancies; evaluate and update the performance indicators; present analysis and reasons for new performance areas, if any

Expected Deliverables:

- Contract Manual
- Risk and Stakeholder Management Plan
- Performance Monitoring Report
- Staff Training
- Monthly Progress Review Documents

5. Section IV: Technical Bid- Standard Forms

Response to Minimum Eligibility Criteria

SCHEDULE – A: Technical Bid Submission Form

SCHEDULE – B: Letter of Bid/Declaration

SCHEDULE – C: Power of attorney for signing of Bid

SCHEDULE – D: Details of Bidder

SCHEDULE – E: Description of Experience of Bidder

SCHEDULE –F: Description of Approach, Methodology and Work Plan for undertaking the assignment

SCHEDULE –G: Team Composition and Task Assignments

SCHEDULE – H: Curriculum Vitae (CV) For Proposed Professional Staff

SCHEDULE – I: Income tax, PAN and GST Registration,

SCHEDULE – J: Annual Turn Over In Last Three Financial Years from Consulting Services with financial statements including Balance Sheet and Profit & Loss Statement

6. Section V: Financial Bid – Standard Forms

SCHEDULE - K: Financial Bid Submission Form

7. Annexures

7.1 SCHEDULE – A

TECHNICAL BID SUBMISSION FORM

[Location, Date]

To:

**Director, Sports & Youth Services,
Department of Sports & YS Sports PMU,
(1st Floor) C-1, Nayapalli,
Bhubaneswar-751012**

Subject: Proposal for “Engagement of Transaction Advisor for development of Kalinga Sports Hub on Public Private Partnership (PPP) Mode at Bhubaneswar, Odisha”

Dear Sir,

We, the undersigned, offer to provide services for the captioned assignment in accordance with your Request for Proposal dated [Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid sealed under separate envelopes.

We hereby declare that all the information and statements made in this Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Bid, i.e., before the Bid Due Date mentioned in the Data Sheet of the RfP, we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

7.2 SCHEDULE – B

DECLARATION

(On Applicant's letter head)

[Location, Date]

To,

**Director, Sports & Youth Services,
Department of Sports & YS Sports PMU,
(1st Floor) C-1, Nayapalli,
Bhubaneswar-751012**

Subject: Proposal for “Engagement of Transaction Advisor for development of Kalinga Sports Hub on Public Private Partnership (PPP) Mode at Bhubaneswar, Odisha”

Sir,

- 1) With reference to the RfP for, dated, I/we, having examined the RfP and understood their contents, hereby submit my/our Bid for the captioned assignment. The Bid is unconditional and unqualified.
- 2) All information provided in the Bid and in the Appendices is true and correct.
- 3) This statement is made for the purpose of qualifying as a bidder for undertaking the captioned assignment.
- 4) I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
- 5) I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6) We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 7) We certify that we have not been barred or terminated by Government of Odisha (GoO), or any other state government in India (SG) or Government of India (Gol), or any of the agencies of GoO/other State Governments/Gol from participating in their projects.
- 8) I/ We have examined and have no reservations to the RfP, including any Addendum issued by the Authority.
- 9) I/ We do not have any conflict of interest in accordance the RfP document;
- 10) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable

- practice or restrictive practice, as defined in the RfP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- 11) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RfP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - 12) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the bidders to Bid for the captioned assignment, without incurring any liability to the bidders, in accordance with the RfP.
 - 13) I/ We declare that we are not a Member of any other firm submitting a Bid for the captioned assignment.
 - 14) I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the captioned assignment.
 - 15) I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 - 16) I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 - 17) I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the captioned assignment and the terms and implementation thereof.
 - 18) In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 - 19) I/We have studied the RfP carefully and also understood the scope of the assignment. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the bidding process including the award of assignment.
 - 20) The Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RfP and draft Agreement.
 - 21) I/We offer and attach as specified Non-refundable processing fee of Rs.10,000 (Rupees Ten Thousand Only) (including GST) in the form of demand draft.

- 22) I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RfP.
- 23) I/We agree and undertake to abide by all the terms and conditions of the RfP. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RfP.

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the of the Authorized signatory)

Date: _____

Place: _____

Name and seal of Bidder: _____

7.3 SCHEDULE – C

POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, we, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is [presently employed with us/ and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for “Engagement of Transaction Advisor for development of Kalinga Sports Hub on Public Private Partnership (PPP) Mode at Bhubaneswar, Odisha” by DSYS (the “Authority”) including but not limited to signing and submission of all applications, Bid and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said assignment and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAS EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF, 20**.

For _____

(Signature)

(Name, Title and Address)

Note: Board resolution confirming the Authority of the signatory to submit the proposals could also be provided as a substitute to the Power of Attorney.

7.4 SCHEDULE – D

DETAILS OF BIDDER

(On the Letter Head of the Bidder)

- (a) Name of Bidder
- (b) Address of the office(s)
- (c) Date of incorporation and/or commencement of business (Please attach certified copy of registration of Firm)

Details of individual(s) who will serve as the point of contact / communication for the Department with the Bidder.

- (a) Name
- (b) Designation
- (c) Company/Firm
- (d) Address along with Pin code
- (e) Telephone number
- (f) E-mail address
- (g) Fax number
- (h) Mobile number

7.5 SCHEDULE – E

DESCRIPTION OF EXPERIENCE OF BIDDER TO ILLUSTRATE QUALIFICATIONS

(Please provide information only for a project for which your firm was legally contracted by the client as a corporate entity)

| | | |
|---|-------------------------|---|
| Assignment Name: | | Country: |
| Location within Country: | | Professional Staff Provided by Your Firm/Entity(profiles): |
| Name of Client: | | No of Staff: |
| Address: | | No of Staff-Months: |
| Start Date: | Completion Date: | Approx. Value of Services (in INR): |
| Name of Associated Consultants, If Any: | | No of Months of Professional Staff Provided by Associated Consultants: NA |
| Name of Senior Staff Involved and Corresponding Positions: | | |
| Narrative Description of Project: | | |
| Description of Actual Services Provided by Your Staff: | | |

Notes:

Supporting documents (Work Orders or agreements) should necessarily be submitted by the bidders without which the submission shall not be considered for evaluation.

7.6 SCHEDULE – F

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR UNDERTAKING THE ASSIGNMENT

The bidders are advised to present its Technical Bid divided into the following chapters:

- a) Understanding of TOR, Technical Approach and Methodology
- b) Work Plan

Understanding of TOR, Technical Approach and Methodology: The firm should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The firm should highlight the problems to be addressed along with their importance and explain the technical approach the Firm would adopt to address them. The firm should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach.

Work Plan: In this chapter the firm should propose the main activities of the assignment, detailed action plan for the implementation of the project. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of documents to be delivered as final output should be included here.

7.7 SCHEDULE – G

TEAM COMPOSITION AND TASK ASSIGNMENTS

| Professional Expert for the Road Map | | | | |
|---|------------------|--------------------------|--------------------------|-----------------------|
| Name of Expert | Firm name | Area of Expertise | Position Assigned | Tasks Assigned |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

7.8 SCHEDULE – H

CURRICULUM VITAE (CV) FOR PROPOSED Key Professional Staff

| Items | Description | | |
|--|--|---------------|----------|
| Proposed Position | | | |
| Name of Firm | | | |
| Name of Expert | [First] [Middle] [Surname] | | |
| Date of Birth | DD/MM/YYYY | | |
| Nationality | | | |
| Education | [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree] | | |
| Countries of Work Experience | [List countries where staff has worked in the last ten years] | | |
| Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation] | Name of Organization | Position Held | Duration |
| | | | |
| | | | |
| | | | |
| Details of tasks assigned | | | |
| Relevant Projects Undertaken | <p>[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned]</p> <p>Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions Held: Activities Performed:</p> | | |

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of the Expert or Authorised Signatory of the Bid:

Date: [dd/mm/yyyy]

Name of Expert:

7.9 SCHEDULE – I

GST REGISTRATION DOCUMENTS

7.10 SCHEDULE - J

ANNUAL TURNOVER IN LAST THREE FINANCIAL YEARS (2014-15, 2015-16 and 2016-17) FROM CONSULTING SERVICES with supporting documentation including Balance Sheets and Profit and Loss Statements (certified by statutory auditor of the firm)

7.11 SCHEDULE – K

FINANCIAL BID

FINANCIAL BID SUBMISSION FORM

To:

**Director, Sports & Youth Services,
Department of Sports & YS Sports PMU,
(1st Floor) C-1, Nayapalli,
Bhubaneswar-751012**

Sub: **Proposal for “Engagement of Transaction Advisor for development of Kalinga Sports Hub on Public Private Partnership (PPP) Mode at Bhubaneswar, Odisha”**

Having gone through the RfP and having fully understood the scope of work for the captioned assignment as set out in the RfP; we are pleased to quote the following:

| Sl. | Expert | Man-Day Fee Rate (Rs) ‘A’ | Duration of Deployment in Phase ‘1’ and ‘2’ (Months) ‘B’ | Fee $C = 'A' * 'B'$ |
|-----|---|----------------------------------|---|----------------------------|
| 1 | International Sports cum PPP Expert | | 25 | |
| 2 | Team Leader cum PPP Expert | | 90 | |
| 3 | Financial Expert | | 90 | |
| 4 | Sports Infrastructure Expert | | 45 | |
| 5 | Procurement and Bid Process Management Expert | | 60 | |

| Sl. | Expert | Man-Day Fee Rate (Rs) 'A' | Duration of Deployment in Phase '1' and '2' (Months) 'B' | Fee C = 'A' * 'B' |
|-----|---|------------------------------|---|----------------------|
| 6 | Resident Project Coordinator | | 270 | |
| 7 | Support Analysts | | 90*2 = 180 | |
| 7 | Other Out of Pocket Expenses (including travel, accommodation, per diem etc.) | Lump sum | | |
| 8 | Taxes | | | |
| | Total Quote (Phase 1 and Phase 2) | | | |

We understand that the disbursement of payment for Phase '1', '2' and '3' will be in accordance with the terms laid out in the RfP document.

Our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid.

We understand you are not bound to accept any Bid you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

8. Draft Agreement

Annexure-I

Stamp Paper of Rs. 100 Draft Agreement

This Agreement entered into on thisth day of ----- 2018 at Bhubaneswar

Between

(M/s ABC) incorporated in India under the and having its registered / head office at (Hereinafter referred to as '.....' or "FIRST PARTY") which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees of the FIRST PARTY.

AND

DSYS (hereinafter referred to as "SECOND PARTY") which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees of the SECOND PARTY.

WHEREAS FIRST PARTY (M/s ABC)
is.....

WHEREAS SECOND PARTY:

DSYS has decided to engage for 'Engagement of Transaction Advisor for development of Kalinga Sports Hub on Public Private Partnership (PPP) Mode at Bhubaneswar, Odisha'

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. DEFINITIONS

- (i) "Approval" means approval in writing by designated officers of DSYS.
- (ii) "Force Majeure" means any event or circumstance or combination of events or circumstances which prevents the party claiming Force Majeure (the 'Affected Party') from performing its obligations under this Agreement and which event or circumstance (i) the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care. Such events or circumstances shall include, without limitation, the effect of any natural element or other

acts of State of God including, but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters, strikes or other industrial disturbances, war, riots, civil commotion, terrorist attacks, embargoes, blockades, governmental restriction, intervention of civil, naval or military authorities, change in applicable law.

(iii) "Services" shall have meaning ascribed thereto in clause 2 hereto.

2. APPOINTMENT OF AGENCY AND SCOPE OF SERVICES

DSYS hereby appoints **M/s ABC** and **M/s ABC** hereby agrees to act as an agency for setting up a 'Engagement of Transaction Advisor for development of Kalinga Sports Hub on Public Private Partnership (PPP) Mode at Bhubaneswar, Odisha'. The detailed set of activities to be carried out by the agency ('Services') will include –

The scope of work for the PMU will include but not limited to:

<to be reproduced as in Section 3 of the RfP>

3. RESPONSIBILITIES OF DSYS

- i. DSYS will duly notify and inform all the relevant stakeholders about appointment of **M/s ABC**
- ii. DSYS would provide all necessary facilitating support to **M/s ABC** in discharge of the services mentioned in para 2 above as and when requested by the First Party.

4. PAYMENT TERMS

DSYS will pay a Professional Fee of Rs.to **M/s ABC** towards carrying out this assignment which will include professional fee, travel, boarding & lodging, communication, GST and other duties and all out of pocket expenses.

Deliverables and Payment Schedule

The agency will provide the following deliverables:

<to be reproduced as in Section 15 of the RfP >

5. COMMENCEMENT

M/s ABC shall commence the work within one week of signing of issue of work order.

6. VALIDITY

Unless terminated earlier this Agreement shall expire after 12 (Twelve) months from the date of this Agreement. During validity of Agreement, DSYS will take effective steps for implementation of this Agreement.

7. PENALTY

For non-performance and/or for negligent performance in relation to scope of work related to M/s ABC, following penalty would be imposed by DSYS on M/s ABC, until and unless such delay is condoned by DSYS for valid and acceptable reasons, after due consideration:

- (i) Deduction of 1% (one percent) of fee for each week of delay or part thereof, wherever any deadline is fixed.
- (ii) Forfeiture of Performance Guarantee.

Provided however, that no penalty shall be payable by **M/s ABC** for delays attributable to DSYS and/or occurrence of a Force Majeure event.

8. PERFORMANCE GUARANTEE

M/s ABC will deposit performance securing bank guarantee equivalent to 5% of the aggregate professional fee amount payable during the period of the agreement and the same shall be released after a period of 15 months from the date of signing of the agreement subject to any claim, outstanding dues and penalty as per Clause 7. The performance guarantee shall be submitted by the selected firm within 30 days of the date of the work order.

9. FORCE MAJEURE

(i) Breach of Agreement

The failure of a Party to fulfil any of its obligations under this Agreement shall not be considered to be a breach of, or default under this Agreement insofar as such inability arises from an event of Force Majeure, provided that Party affected by such an event (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out terms and conditions of this Agreement, and (ii) has informed other Party as soon as possible about occurrence of such an event of Force Majeure.

(ii) Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

10. TERMINATION

(i) Termination by DSYS

DSYS may terminate this Agreement, by not less than thirty (30) days' written notice of termination to **M/s ABC**, to be given after occurrence of any of events specified in paragraphs (a) through (c) below:

- a) if **M/s ABC** does not remedy a failure in performance of its obligations under Agreement, within sixty (60) days of receipt after being notified or within such further period as DSYS may have subsequently approved in writing;
- b) if **M/s ABC** becomes insolvent or bankrupt; or
- c) if, as result of Force Majeure, DSYS is unable to perform a material portion of obligations for a period beyond sixty (60) days.

(ii) Termination by M/s ABC

M/s ABC may terminate this Agreement , by not less than thirty (30) days' written notice to DSYS, such notice to be given after occurrence of any event specified below:

- a) if DSYS fails to pay any money due to **M/s ABC** pursuant to this Agreement within sixty (60) days after receiving written notice from M/s ABC that such payment is overdue; or
- b) if, as the result of Force Majeure, **M/s ABC** is unable to perform a material portion of Services for a period of not less than sixty (60) days.

The termination of this Agreement shall not prejudice or affect in anyway rights and benefits accrued or liabilities and duties imposed on parties of this Agreement.

11. LIABILITY OF M/s ABC

The liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, torn, statute or otherwise, shall be limited to the professional fees paid for the services in this assignment.

12. MISCELLANEOUS CLAUSES

- (i) **M/s ABC** shall notify to DSYS of any material change in its status or shareholding, in particular, where such change would impact on performance of Services under the Agreement. However, the signatory of this agreement shall not be exonerated for any liability arising from this agreement.
- (ii) Any failure or delay on part of DSYS to exercise right or power under Agreement shall not be construed as waiver thereof.
- (iii) Workers, employees, staff or agents engaged or employed by or on behalf of **M/s ABC** shall neither be, nor deemed to be worker, employee,

staff or agents of DSYS under any circumstances whatsoever and there is no such agreement for or regarding workers of **M/s ABC** as well as of DSYS.

- (iv) Notwithstanding anything in this Agreement, in no event shall DSYS be liable under labour laws, laws of contract, tort, or for any other laws, rules & regulations, misrepresentation warranty, negligence, strict liability or otherwise, for any special indirect, incidental or consequential damages (including loss of profit arising out of in connection with this Agreement).
- (v) Neither execution and delivery by **M/s ABC** of this Agreement nor performance by **M/s ABC** of its obligations hereunder will violate, conflict with, or result in breach of, or constitute a default under, any provision of law, statute, rule or regulation or any judgment, order, award or decree of any court of governmental body applicable to it, or its articles of incorporation or by-laws.

13. ARBITRATION

- (i) It is hereby agreed between the two Parties that the assignment shall be executed in manner and form outlined in this Agreement. If any dispute or difference of any kind whatsoever arises between Parties in connection with or arising out of or relating to or under this Agreement, the Parties shall promptly and in good faith negotiate, with a view to reaching an amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from date on which above- mentioned dispute or difference arose, such dispute or difference shall be referred to an Arbitrator who shall be appointed from among a panel of officers so nominated by DSYS. The seat of arbitration shall be Bhubaneswar and arbitration shall be conducted in English language. Arbitration and Conciliation Act, 1996, shall govern arbitral proceedings.
- (ii) Existence of any dispute or difference or initiation or continuance of arbitral proceedings shall not postpone or delay performance by Parties of their respective obligations under or pursuant to this Agreement. Further, this Agreement shall remain subsisting and operative during the arbitral proceedings and no payment due and payable to either Party shall be withheld except the payment in dispute, if any.
- (iii) The courts at Bhubaneswar only under the Orissa High Court alone shall have jurisdiction with respect to arbitration or any other dispute.

IN WITNESS WHEREOF the Parties thereto have put their hand and seal this

day and date first above mentioned

| | |
|-----------------------------------|-------------------------------------|
| Signed, sealed and delivered by | Signed, sealed and delivered by |
| | |
| For and on behalf of DSYS, Odisha | Authorised Representative of Agency |

Witnesses:

| | |
|---|--|
| 1 | |
| 2 | |