



Request for Proposal (RFP)

for

Selection of an agency for undertaking annual maintenance work of FIFA Standard Natural Football Grounds at Sports Complex Rairangpur, Dist.: Mayurbhanj and at GCPE, Tamando, Dist.: Khordha.

[RFP No.01/RFP/OPHWC/2026-27]

Issued By

**THE ODISHA STATE POLICE HOUSING & WELFARE CORPORATION
LTD., BHOI NAGAR, BHUBANESWAR-751022, ODISHA.**

1. Disclaimer

The information contained in this Request for Proposal ("RFP") document or subsequently provided to the Bidders, whether in documentary, electronic, verbal or any other form by or on behalf of the Odisha State Police Housing & Welfare Corporation Ltd. (OPHWC), including its officers, employees, consultants, advisors or authorized representatives, 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 neither an agreement nor an offer by OPHWC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with relevant information that may assist them in formulating and submitting their proposals for selection of an Agency for undertaking the Annual Maintenance Works of FIFA standard Natural Football Grounds at the **Sports Complex, Rairangpur, Dist. Mayurbhanj and Government College of Physical Education (GCPE), Tamando, Dist. Khordha.**

This RFP contains statements, assumptions, assessments, projections and information compiled by OPHWC in good faith for the purpose of facilitating the bidding process. Such statements and information are intended solely as a general guide for Bidders and do not purport to contain all information that a Bidder may require for the preparation of its Proposal. The information contained herein may not be appropriate or sufficient for all persons, and each Bidder is advised to conduct its own independent investigations, inspections, analyses and due diligence and to verify the accuracy, adequacy, reliability, completeness and suitability of the information contained in this RFP.

The information contained in this RFP has been prepared based on information available at the time of issuance of the RFP. OPHWC does not make any representation or warranty, express or implied, as to the accuracy, adequacy, correctness, completeness or reliability of any information, estimates, assumptions, projections or statements contained herein or otherwise provided during the bidding process.

Nothing contained in this RFP shall be construed as legal, financial, technical or

professional advice. Bidders are advised to obtain independent legal, financial, technical and other professional advice as may be required for the preparation and submission of their Proposals and for assessing the risks, contingencies and obligations associated with the Project.

While every effort has been made to ensure the accuracy of the information contained in this RFP, OPHWC, its officers, employees, consultants, advisors and representatives shall not be liable for any loss, damage, cost, expense or liability of any nature whatsoever arising from or incurred on account of any omission, error, inadequacy, inaccuracy, deficiency or misstatement in this RFP or otherwise arising in connection with the Selection Process.

OPHWC shall not be responsible for any interpretation or conclusion drawn by the Bidder from the information provided in this RFP or any supplementary information furnished subsequently. Any reliance placed by a Bidder on the information contained in this RFP shall be entirely at its own risk.

OPHWC reserves the right, at its sole discretion and without incurring any obligation or liability, to modify, amend, supplement, clarify, cancel or withdraw this RFP and/or the Selection Process at any stage, without assigning any reason whatsoever. Any such modification or amendment shall be communicated through appropriate means and shall form an integral part of this RFP.

The issuance of this RFP does not imply that OPHWC is bound to select a Bidder or to appoint any Agency for execution of the Project. OPHWC reserves the absolute right to reject any or all Proposals, waive any irregularity or informality in any Proposal, annul the bidding process, or discontinue the Selection Process at any stage without thereby incurring any liability to the affected Bidders.

No reimbursement of any expenses incurred in connection with the selection Process shall be made by OPHWC under any circumstances. The Bidder shall bear all costs and risks associated with participation in the selection process, including expenses related to site visits, surveys, assessments, document preparation, travel, accommodation, communication, professional services. All such costs and expenses shall be borne exclusively by the Bidder, irrespective of the conduct, progress or outcome of the

Selection Process.

By submitting a Proposal, each Bidder shall be deemed to have acknowledged and accepted all the terms, conditions, disclaimers and provisions contained in this RFP and to have satisfied itself regarding the adequacy and correctness of the information provided herein.

1.1 Introduction

The Odisha State Police Housing & Welfare Corporation Limited was incorporated in the year 1980 as a state-owned Corporation of Government of Odisha, to address the housing needs of Police Organizations, with a primary emphasis on their welfare.

In the last four and half decades, OPHWC has come a long way, delivering high-quality projects of multiple sectors of the Government, fostering economic growth, improving quality of life and setting new industry standards.

OPHWC has been classified as a “Silver Rated State PSU” and is a 100 % debt free profit making corporation.

With our expertise in delivering projects in a cost-effective and time bound manner, we have achieved a substantial growth.

1.2 Objective

1.2.1 OPHWC, as part of its commitment to ensure the long-term sustainability and optimum performance of sports infrastructure created across the State, intends to undertake comprehensive annual maintenance of the natural grass football fields, including the sub-soil drainage system and fully automated pop-up irrigation system installed at the newly developed sports complexes.

1.2.2 The initiative aims to establish a sustainable maintenance framework that preserves the quality, playability and durability of the sports facilities while enhancing the service life of the natural turf, ensuring efficient operation of the associated infrastructure, and promoting year-round usability of the football grounds in accordance with prescribed sports standards.

1.2.3 The Bidders are invited to submit a proposal required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the Selected Bidder.

1.2.4 The Bidders are advised to acquaint themselves with the site conditions, local environment, availability of resources, and all other factors that may have a bearing on the execution of the work before submitting their Proposals. Bidders may attend the pre-bid meeting, on the scheduled date and time as in the data sheet, to obtain clarifications regarding the Project and the bidding process. Participation in the pre-bid meeting shall be voluntary and at the Bidder's own cost and expense. In the event of a pre-bid meeting, a maximum of two authorized representatives from each Bidder shall be permitted to attend.

1.2.5 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

2 Invitation for Proposal

The Odisha State Police Housing & Welfare Corporation (OPHWC) hereby invites proposals for Selection of an agency for annual maintenance work of the **Natural Football Grounds at Sports Complex Rairangpur, Dist.: Mayurbhanj and at GCPE, Tamando, Dist.: Khordha.**

Bidder/ Agencies are advised to study this document carefully before uploading their proposals in response to the RFP Notice. Uploading of proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The complete bidding document has been published on <https://tendersodisha.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process subject to the submission of required tender/ bidding document fee and Earnest Bid Deposit (EMD). A two-stage of selection procedure shall be adopted as stipulated in this RFP.

i. Bidder(s) (authorized signatory) shall upload their offer for Eligibility Criteria and

financial proposal. Tender processing fees and Earnest Money Deposit (EMD) should be paid as per the instructions provided in the bid document. For any type of clarifications, bidder can contact over **+91-7205898545**, **Email: ophwc.od@od.gov.in/policehousing@rediffmail.com.**

- ii. Bidder(s) are requested to upload the complete bid proposal, Tender fee and EMD, well in advance in order to avoid any other unforeseen problems.
- iii. A firm will be selected under Quality Cost Based Selection (QCBS) and in a proposal format as described in this RFP.

3 Schedule Bidding Process

Sl. No.	Particulars	Details
1	Uploading of RFP Document on the Tender Odisha Portal	07/07/2026
2	Last Date & Time for Submission of Queries	09/07/2026 (5:00 PM)
3	Pre-Bid Meeting (Physical/Virtual mode)	<p>10/07/2026 (11:00 AM)</p> <p>Interested bidders may attend the pre-bid meeting either in person at our Corporate Office in Bhubaneswar or virtually by accessing the meeting link provided below.</p> <p>Link: RFP for maintenance of football grounds at Sports complex Rairangpur & GCPE, Tamando on 10-07-2026 at 11:00 am</p> <p>Friday, Jul 10 • 11:00 AM – 2:00 PM</p> <p>Google Meet joining info</p> <p>Video call link: https://meet.google.com/rho-egdu-mtu</p>
4	Response to Queries/Clarifications	10/07/2026

5	Last Date & Time for e-Submission of Proposals	17/07/2026 (5:00 PM)
6	Website for Submission of Proposals	Online bids shall be submitted through the Tender Odisha Portal: https://tendersodisha.gov.in
7	Date & Time for Opening of Technical Bids	18/07/2026 (11:00 AM)

4 Definitions:

Sl. No.	Particular	Definition
1	Affiliate(s)	“Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by or is under common control with the Bidder/ Consultant.
2	Applicable Law	“Applicable Law” means the laws and any other instruments having the force of law in the Client’s country as they may be issued and in force from time to time.
3	TIA	“TIA” means the “Tender Inviting Authority” i.e. the implementing agency that signs the Contract for the Services with the Selected bidder.
4	Bidder	“Bidder” means the consultant which is a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
5	Contract	“Contract” means a legally binding written agreement signed between the Client and the bidder.
6	Day	“Day” means a calendar day.
7	Expert	“Experts” means, collectively, technical experts or other representatives of the selected bidder deployed for the service.
8	Government	“Government” means the Government of the Client’s country/State.
9	GoO	“GoO” means the Government of Odisha.
10	GoI	“GoI” means the Government of India.
11	Proposal	“Proposal” means the Technical and the Financial Proposal of the bidder.
12	RFP	“RFP” means the Request for Proposal to be prepared by the Client for the selection of bidders.
13	Services	“Services” means the work to be performed by the Consultant pursuant to the Contract.
14	TOR	“TOR” means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Tender Inviting Authority and the bidder and expected results and deliverables of the assignment.

5.Pre-Bid Response

5.1.1 Bidders requiring any clarification regarding the RFP may submit their queries in writing through e-mail to the addresses specified in the Bid Data Sheet on or before the date indicated in the Schedule of Bidding Process. Bidders shall submit the queries in through the official email address before the last date and time for submission of queries /clarification as specified in the schedule bidding process. OPHWC shall issue responses to the queries within the timeframe specified in the Schedule of Bidding Process. All clarifications, corrigenda, addenda and amendments, if any, issued by OPHWC shall be published on the <https://tendersodisha.gov.in>. Such communications shall be deemed to form an integral part of the RFP and shall be binding on all Bidders.

5.1.2 OPHWC shall endeavour to respond to all reasonable queries and requests for clarification received within the stipulated period. However, OPHWC reserves the right, at its sole discretion, not to respond to any particular query or request for clarification and shall not be obliged to provide reasons for the same.

5.1.3 OPHWC, at any time prior to the Bid Due Date, either on its own initiative or in response to a clarification sought by a Bidder, may issue amendments, interpretations or clarifications to the RFP. All such communications issued by the OPHWC shall form part of the Bidding Documents and shall be binding on all Bidders. Any verbal communication, clarification, representation or information provided by any officer, employee, consultant or representative of OPHWC shall not be deemed to amend the RFP and shall not be binding on OPHWC unless a document issued in writing by the TIA.

6. Instruction to bidder

6.1 General Terms of Bidding

6.1.1 A Bidder shall be eligible to submit only one Bid for the Project in the prescribed formats provided in the Annexures to this RFP.

6.1.2 The Bidding Documents are provided solely for the purpose of assisting prospective Bidders in preparing and submitting their Bids. The information contained therein is intended as preliminary guidance only, and Bidders are expected to undertake their own site visits, investigations, due diligence and detailed examinations before submitting their Bids. Nothing contained in the Bidding Documents shall be construed as a representation or warranty by OPHWC, nor shall it confer any right or entitlement upon any Bidder. OPHWC shall have no liability whatsoever in relation to, or arising out of, any information, statements or contents contained in the Bidding Documents.

6.1.3 Notwithstanding anything to the contrary contained in the Bidding Documents, the provisions of the Contract Agreement executed with the Selected Bidder shall prevail in the event of any inconsistency. However, any conditions, obligations, representations or undertakings contained in this RFP shall continue to remain binding on the Selected Bidder to the extent they are not inconsistent with the terms of the Contract Agreement.

6.1.4 The Bidder shall furnish the Earnest Money Deposit (EMD) in the manner and amount specified in the Bid Data Sheet and in accordance with the provisions of this RFP.

6.1.5 The Bid shall be signed by a person duly authorized to do so on behalf of the Bidder. The Bidder shall submit a Power of Attorney, authorizing the signatory to sign, submit and act for and on behalf of the Bidder in connection with the bidding process.

6.1.6 The Bidding Documents, including this RFP and all annexures, schedules, appendices, corrigenda, addenda and clarifications issued by OPHWC, shall remain the property of OPHWC and are provided solely for the purpose of preparation and submission of Bids. Bidders shall treat all information contained therein as strictly confidential and shall not use, reproduce, disclose or distribute such information for any purpose other than participation in the bidding process. OPHWC shall not be liable to return any Bid, document or information submitted by a Bidder pursuant to this RFP.

6.2 Acknowledgement by Bidder

It shall be deemed that by submitting a Bid, the Bidder has:

6.2.1 Carefully examined and understood the Bidding Documents, including all annexures, schedules, addenda, corrigenda and clarifications issued by OPHWC.

6.2.2 Obtained all relevant information and clarifications necessary for preparation and submission of its Bid.

6.2.3 Accepted the risk of any inadequacy, error or omission in the information provided in the Bidding Documents or otherwise furnished by or on behalf of OPHWC in relation to the Project.

6.2.4 Satisfied itself regarding all matters, conditions, circumstances and information necessary for submitting an informed Bid, undertaking the Annual Maintenance Works, and performing all obligations under the Contract Agreement.

6.2.5 Acknowledged and agreed that any inadequacy, incompleteness or inaccuracy of information provided in the Bidding Documents, or any failure on its part to obtain relevant information, shall not constitute a basis for any claim against OPHWC for compensation, damages, extension of time, additional payment, loss of profit or any other relief, nor shall it constitute a ground for termination of the Contract Agreement by the Agency.

6.2.6 Confirmed that it does not have any actual, potential or perceived Conflict of Interest in relation to the Project.

6.2.7 Agreed to be bound by all representations, undertakings, declarations and commitments made by it in its Bid and throughout the bidding process.

6.2.8 Undertaken to comply with all applicable laws, rules, regulations, guidelines and instructions issued by the OPHWC and the Sports & Youth Services Department, Government of Odisha authorities in connection with the Project.

6.3 Cost of Bidding

6.3.1 The Bidder shall bear all costs and expenses associated with the preparation and submission of its Bid, including costs incurred towards site visits, surveys, investigations, consultations and participation in the Bidding Process. OPHWC shall not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct, outcome, cancellation or termination of the Bidding Process.

6.4 Verification and Disqualification

6.4.1 OPHWC shall not be liable for any omission, mistake or error in the Bid submitted by a Bidder. OPHWC reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP and may, at any stage of the bidding process, seek such additional information, clarifications, evidence or documents as may be considered necessary for the purpose of evaluation. The Bidder shall promptly furnish the same within the time stipulated by OPHWC. Any verification, or lack thereof, by OPHWC shall not relieve the Bidder of its obligations or liabilities under this RFP. OPHWC reserves the right to seek clarifications and to accept or reject the same at its sole discretion.

6.4.2 OPHWC reserves the right to reject any Bid and/or forfeit the Earnest Money Deposit (EMD) if, at any stage of the bidding process, it is found that:

(a) A material misrepresentation, suppression of facts, false declaration or misleading statement has been made by the Bidder; or

(b) The Bidder fails to provide, within the stipulated time, any clarification, information or supporting document sought by OPHWC for evaluation of the Bid.

6.4.3 Any misrepresentation, concealment of material facts, submission of false information or failure to furnish the required information may lead to disqualification of the Bidder.

6.4.4 In the event of disqualification or rejection of a Bid after opening of the Bids, OPHWC may proceed with evaluation of the remaining responsive Bids or take such other action as it may deem fit in its sole discretion, including annulment of the bidding process.

6.4.5 If, at any stage during evaluation, prior to issuance of the Letter of Acceptance (LoA), after issuance of the LoA, or during the subsistence of the Contract Agreement, it is discovered that the Bidder does not satisfy the eligibility requirements, has furnished false information, or has made a material misrepresentation, OPHWC shall be entitled to disqualify the Bidder, cancel the LoA, or terminate the Contract Agreement, as the case may be, without incurring any liability whatsoever.

6.4.6 In such circumstances, OPHWC shall be entitled to forfeit the EMD and/or Performance Security and recover any losses or damages suffered by it, without prejudice to any other rights or remedies available under the RFP, the Contract Agreement or applicable law.

6.5 Amendment of RFP

6.5.1 At any time prior to the Bid Due Date, OPHWC may, for any reason, whether on its own initiative or in response to a clarification sought by a Bidder, amend, modify or supplement the RFP by issuing a Corrigendum, Addendum or Amendment. Such Corrigendum, Addendum or Amendment shall form an integral part of the RFP and shall be published on the Odisha e-Procurement Portal and the official website of OPHWC. It shall be the responsibility of the Bidders to regularly check the websites for updates.

6.5.2 In order to afford prospective Bidders reasonable time to take into account any Corrigendum, Addendum or Amendment, or for any other reason deemed appropriate, OPHWC may, at its sole discretion, extend the Bid Due Date.

6.6 Proprietary Data

6.6.1 All documents, data and information supplied by OPHWC to the Bidders, and all documents, data and information submitted by the Bidders to OPHWC pursuant to this RFP, shall remain or become the property of OPHWC, as applicable. Bidders shall treat all such information as strictly confidential and shall not use, reproduce or disclose the same for any purpose other than preparation and submission of their Bids. OPHWC shall not be obliged to return any Bid or any information submitted therewith.

6.7 Language, Format and Signing of Bid

6.7.1 The Bid, together with all correspondence and documents relating thereto exchanged between OPHWC and the Bidder, shall be written in the English language. Any printed literature or supporting document furnished in another language shall be accompanied by an authenticated English translation, which shall prevail for the purpose of interpretation.

6.7.2 The Bidder shall furnish all information and documents required under this RFP in the prescribed formats. OPHWC shall evaluate only those Bids that are complete in all respects and supported by the requisite documents. The eligibility and technical documents shall be submitted in accordance with the checklist and formats provided in the Annexures.

6.7.3 The Financial Proposal shall be submitted through the Odisha e-Procurement Portal (<https://tendersodisha.gov.in>) only. The quoted amount shall be expressed in Indian Rupees, both in figures and words.

6.7.4 The Bid shall be digitally signed by the Bidder's authorized signatory holding a valid Power of Attorney in the prescribed format. The authorization shall empower the signatory to sign, submit and act on behalf of the Bidder in all matters relating to the bidding process.

6.7.5 The Bidder shall furnish all information strictly in accordance with the formats prescribed in the RFP and its Annexures. Any material deviation from the prescribed formats or requirements may render the Bid liable for rejection at the sole discretion of OPHWC.

6.8 Contents of Bid

6.8.1. For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies of document listed under clause 7.4.2 in prescribed format wherever warranted in support of qualification information. The Successful bidder shall have to produce

the original documents in support of the scanned copies and statements uploaded in the portal for verification in the office of Chief Engineer, OSPH&WC, Bhubaneswar within 5(five) working days of opening of the financial-bid. **Bids from Joint ventures are not acceptable.**

The bid shall include following information and documents.

(a) Copy of valid contractor's registration certificate, PAN card, GST Registration certificate & GSTIN should accompany with the technical bid.

(b) Copies of original documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory.

(c) The bidders are required to furnish evidence of ownership of machineries / equipments asked for in the RFP documents.

(d) Details of works executed during the last five years.

6.9 Validity of Bid

6.9.1 Bids shall remain valid for a period of 180 (One Eighty Days) days from the Bid Due Date.

6.9.2 In exceptional circumstances, prior to expiry of the Bid Validity Period, OPHWC may request the Bidders to extend the validity of their Bids for a specified additional period. A Bidder may refuse such request without forfeiture of its EMD. A Bidder agreeing to the request shall not be permitted to modify its Bid and shall not correspondingly extend the validity of its EMD.

6.10 Confidentiality

6.10.1 Information relating to the examination, clarification, evaluation and recommendation of the Bids shall not be disclosed to any person who is not officially concerned with the bidding process or is not a professional advisor engaged by OPHWC in connection with the Project.

6.10.2 OPHWC shall treat all information submitted by the Bidders as confidential and shall require all persons having access to such information to maintain confidentiality.

6.10.3 Notwithstanding the above, OPHWC may disclose information where required under applicable law, pursuant to an order of a competent authority or for the purpose of enforcing its rights under the RFP or the Contract Agreement.

6.11 Corrupt or Fraudulent Practices

The TIA will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices in competing for the contract in question. Canvassing

whether directly or indirectly, in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable for rejection.

6.12 Correspondence with Bidders

6.12.1 Except as expressly provided in this RFP, OPHWC shall not entertain any correspondence, representation or request from any Bidder regarding the acceptance, rejection or evaluation of any Bid.

6.13 Earnest Money Deposit (EMD)

6.13.1 The Bidder shall furnish an Earnest Money Deposit (EMD) of the amount specified in the Bid Data Sheet in the form and manner prescribed therein.

6.13.2 The EMD shall be interest-free and non-transferable. Any Bid not accompanied by the requisite EMD and Tender Processing Fee shall be liable for rejection as non-responsive.

6.13.3 The EMD of unsuccessful Bidders shall be refunded without interest after completion of the bidding process and finalization of the award, or upon cancellation of the bidding process.

6.13.4 The EMD of the Successful Bidder shall be refunded without interest upon execution of the Contract Agreement and submission of the Performance Security.

6.13.5 OPHWC shall be entitled to forfeit the EMD in accordance with the provisions of this RFP.

6.13.6 The EMD may be forfeited if:

- i. The Bidder withdraws or modifies its Bid during the Bid Validity Period;
- ii. The Bidder is found to have made a material misrepresentation or submitted false information;
- iii. The Bidder engages in any corrupt, fraudulent, coercive, collusive or undesirable practice;
- iv. The Successful Bidder fails to execute the Contract Agreement within the prescribed period; or
- v. The Successful Bidder fails to furnish the Performance Security as required under the Contract Agreement.

7. Evaluation of Bids

7.1 Bid Evaluation Committee

7.1.1 OPHWC shall constitute a Bid Evaluation Committee to evaluate the responses of the bidder(s).

- 7.1.2** The Bid Evaluation Committee shall evaluate the responses to the RFP (Eligibility Criteria) and all supporting documents/ documentary evidence. Inability to upload requisite supporting documents/ documentary evidence may lead to rejection.
- 7.1.3** The decision of the Bid Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.
- 7.1.4** The Bid Evaluation Committee may seek clarification on their proposals submitted by the bidder. The bidder shall upload requisite supporting documents/ certificates on the credentials which are historical in nature i.e. before the last date for submission of bid.
- 7.1.5** Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- 7.1.6** The Bid Evaluation Committee would submit its decision to OPHWC whose decision would be final and binding upon the bidder.
- 7.1.7** In case of a single bid, OPHWC reserves the right to accept or reject the bid on recommendations of Bid Evaluation Committee at its discretion.
- 7.1.8** The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.
- 7.1.9** The Bid Evaluation Committee reserves the right to reject any or all proposals deviate from the basis of any deviations.

7.2 Overall Evaluation Process

- 7.2.1** The evaluation of the Bids shall be done where the Bidder shall be evaluated against the Eligibility Criteria mentioned in clause 7.3. Only those bidders who meet the Eligibility Criteria shall qualify for financial bid opening.
- 7.2.2** To facilitate the evaluation of the Bid, OPHWC may at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided by the Bidder within the time specified by OPHWC for this purpose and all clarifications shall be in writing.
- 7.2.3** If any Bidder does not provide clarifications sought as above, within the prescribed time, its Bid shall be evaluated on its own merit and the Bidder shall be barred from subsequently questioning such interpretation by OPHWC.
- 7.2.4** Any information contained in the Bid shall not in any way be construed as binding on OPHWC, its agents, successors, or assigns, but shall be binding against the Bidder if the Project is

subsequently awarded to it under the Bidding Process based on such information.

7.2.5 OPHWC reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any/all Bid without assigning any reasons.

7.3 Pre-Qualification Criteria

7.3.1 The bidder's eligibility would be evaluated to assess their compliance with the following eligibility criteria. Bidders failing to meet these criteria or not uploading requisite proof of supporting documents to meet the eligibility criteria are liable to be rejected at the preliminary level. The bidder shall fulfill all the following eligibility criteria independently, as on date of submission of bid.

Sl. No.	Basic Requirement	Specific Requirement	Documents required
PQ1	Cost of Tender paper	An amount of Rs.11,800/- towards cost of tender paper should be deposited online as per instruction in the portal.	Online mode
PQ2	EMD	An amount of Rs.2,00,000/- towards EMD should be deposited online as per instruction in the portal.	Online mode
PQ3	Legal Entity	The Bidder should be a company registered as a Company/LLP under Companies Act, 1956/2013.	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation/ Registration/ Partnership deed signed by Authorized Signatory of the Bidder. • Copy of PAN/ TIN/ TAN Valid GSTIN and copy of GST Registration Certificate.
PQ4	Registration with State/Central Govt.	The Bidder should Submit the Registration Certificate with the State/ Central Govt.	<ul style="list-style-type: none"> • Copy of Registration Certificate with State/central Govt. The proof of registration from the appropriate Authority shall be enclosed. If successful, the bidder who hasn't registered under State Govt. has to register under the appropriate registering

Sl. No.	Basic Requirement	Specific Requirement	Documents required
			authority of the State Govt. of Odisha in appropriate class of eligibility before award of the work as per prevalent registration norms of the state.
PQ5	Annual Turnover	Minimum average annual turnover of the organization must be INR 2 Crores from the last three (3) financial years (FY 23-24, FY 24-25, FY 25-26)	<ul style="list-style-type: none"> • Audited balance Sheet and Profit & Loss account statement of the bidder for each of the last 3 audited financial years. • Certificate duly signed by Chartered Accountant with UDIN number to be submitted.
PQ6	Relevant Work Experience	The Bidder should have experience in construction and maintenance of Natural Play Grounds for Government/ Semi-Government Bodies/ Public Sector Undertakings/ Urban Local Bodies/ Development Authorities of India.	<ul style="list-style-type: none"> • Completion Certificate duly certified by the Executive Engineer/Divisional Engineer/Project Manager i.e. by certificate issuing authority.
PQ7	EPF,ESIC Certification	The Bidder should have registration with Employee Provident Fund Organization, Government of India and ESIC.	<ul style="list-style-type: none"> • Valid Registration certification.
PQ8	Labour License	The Bidder should have valid Labour license certificate from Labour Department Govt. of India/ Any State Government Department in India.	Valid Labour license as on date of bid submission. If the bidder does not have a valid Labour License, they may submit an undertaking stating that, if selected they will apply for the license with

Sl. No.	Basic Requirement	Specific Requirement	Documents required
			Government of Odisha within one month.
PQ 9	No relation Certificate	The Bidder shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the OPHWC or Assistant/Under Secretary & above in the Home Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations..	<ul style="list-style-type: none"> The pro-forma for no relationship certificate is contained in a separate sheet vide Annexure-A
PQ 10	Non-performance Declaration/ Blacklisting	A Bidder should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.	<ul style="list-style-type: none"> A self-certified letter signed by the Authorized Signatory of the Bidder in the stipulated format under Annexure- B .
PQ11	Affidavit	The bidder has to furnish scanned copy an affidavit duly swear in before the Executive magistrate/Notary at the time of submission of bid about the authentication of bid documents.	<ul style="list-style-type: none"> An affidavit to this effect should be furnished by the bidder, as per the Annexure- C .
PQ12	Memorandum of Understanding	The bidder has to furnish a scanned copy of MOU with a second party having valid H.T. / L.T. license registration.	<ul style="list-style-type: none"> A MOU should be furnished by the bidder, as per the Annexure- E .

Note: Any entity which has been barred or disqualified either by any State Government in India (SG) or any Union Territory Administration in India (UT) or Government of India (GoI), or any of the

agencies of SG/UT/GoI from participating in any project and the bar subsists as on the date of Bid submission, would be disqualified. It is mandatory to upload the specified documents in support of the above Pre- Qualification criteria and the company /firm / agency shall be disqualified should it fail to provide any of the specified documents.

OPHWC may seek clarifications from the bidder on the eligibility criteria on the uploaded documents, however no additional document can be produced by bidder as eligibility criteria except the documents uploaded in bid. Any of the clarifications by the bidder on the documents uploaded against eligibility criteria should not have any financial implications.

7.4 Selection Procedure

7.4.1 Only the bidders fulfilling the Pre-Qualification Criteria are allowed to further evaluation of their technical bid in this tender. “Technical Bid” shall be opened first. After evaluation, the “Financial Bid” of the technically qualified bidders shall be opened.

7.4.2 Check List to be filled up by the bidder:

Name of the work: “Annual Maintenance Works of FIFA standard Natural Football Grounds at the Sports Complex, Rairangpur, Dist. Mayurbhanj and Government College of Physical Education (GCPE), Tamando, Dist. Khordha.”

Sl No.	Particulars	Reference to Clause No.
1.	Cost of tender paper in online mode only	RFP Clause No.7.3
2.	E.M.D/Bid Security in online mode only	RFP Clause No.7.3
3.	Copy of valid Registration Certificate	RFP Clause No.7.3
4.	Copy of valid GST/GSTIN Registration certificate	RFP Clause No.7.3
5.	Copy of PAN Card	RFP Clause No.7.3
6.	No Relationship Certificate in <u>Annexure – A</u>	RFP Clause No.7.3
7.	Works Experience duly signed by the competent authority as specified in the RFP as per <u>Annexure- D</u>	RFP Clause No.7.3
8.	Information regarding current litigation, debarring / expelling of the tender or abandonment of the work by the tenderer (Annexure- B)	RFP Clause No.7.3

9	Affidavit (Annexure- C) duly notarized	RFP Clause No.7.3
10	Grass/Lawn Mower (Evidence of ownership)	RFP Clause No.7.6
11	Grass Line marking machine (Evidence of ownership)	RFP Clause No.7.6

7.5 Evaluation of Technical Bid

7.5.1 Bidders who meet the eligibility requirements would be considered qualified to move to the next stage of financial evaluations. The Services offered should meet all the technical criteria given in this RFP. Non-compliance with any of the technical aspects will attract rejection of the proposal.

7.5.2 Weighted Technical Mark will be given based on the evaluation of the Technical Bid.

7.5.3 An actual technical score below 70% of maximum score shall disqualify the bid as technically non-responsive. A financial bid for only technically responsive bidders shall be opened.

7.6 Technical Evaluation Criteria

Sl. No	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required
TQ 1	Bidder should have experience in Construction and Maintenance work of Sports Complexes for Government/Semi-Government Bodies/ Public Sector Undertakings/ Urban Local Bodies/ Development Authorities of India.	<ul style="list-style-type: none"> • Area – 5000-7000 sqm. – 10 Marks • Area – 7,000 sqm. – 10,000 sqm. – 15 Marks • Area – 10,000-15,000 sqm – 20 Marks 	20	Copy of Work Order and completion certificate duly approved by the User Authority.
TQ 2	Bidder should have experience in installation of at least 3 Nos. of Natural grass turfs in various sports complexes for Government/Semi- Government Bodies/ Public Sector Undertakings/ Urban Local Bodies/ Development Authorities of India.	<ul style="list-style-type: none"> • 3 nos. Natural grass turfs in India – 10 Marks • 3 to 4 nos. Natural grass turfs in India – 15 Marks • 5 or more Natural grass turfs in India – 20 Marks 	20	Completion certificate must be submitted as a proof.

Sl. No	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required
TQ 3	Bidder should have experience in installation of Sprinkler system for Sports Complexes in India for Government/Semi- Government Bodies/ Public Sector Undertakings/ Urban Local Bodies/ Development Authorities of India.	<ul style="list-style-type: none"> • 1 No. Sprinkler systems in Sports Complex – 5 Marks • 2 Nos. Sprinkler System in Sports Complex – 10 Marks 	10	Work Order , BOQ & completion certificate must be submitted as a proof.
TQ 4	Bidder should have own at least 2 Grass Mower Machinery .	<ul style="list-style-type: none"> • 2 to 4 nos. Grass Mower Machinery – 5 Marks • More than 4 Grass Mower Machinery – 10 Marks 	10	Ownership Documentary to be submitted as proof.
TQ 5	Line Marking Machinery	<ul style="list-style-type: none"> • 2 to 4 nos. Line Marking Machinery – 5 Marks • More than 4 Line Marking Machinery – 10 Marks 	10	Ownership Documentary to be submitted as proof.
TQ 6	The bidder shall have minimum INR 2 Crore Annual Turnover in from of Sports infrastructure development and maintenance works for each of the last 3 Financial Years for Government/Semi- Government Bodies/ Public Sector Undertakings/ Urban Local Bodies/ Development Authorities of India.	<ul style="list-style-type: none"> • For INR 2 Crores – 5 marks • For INR 2 to 4 crores – 7.5 marks • More than INR 4 crores – 10 marks 	10	A Certificate from the Chattered Accountant with UDIN no., mentioning Annual Turnover from Sports infrastructure development and maintenance works in Govt. sector for each of the last 3 Financial Years.

Sl. No	Technical Evaluation Parameter	Technical Evaluation Criteria	Max Score	Documents Required
TQ 7	As per requirement from time to time skilled, semi-skilled or unskilled professionals/manpower on the ESI roll of the bidding firm. ESI copy to be submitted.	<ul style="list-style-type: none"> • 30 – 50 nos. of resources – 5 Marks • More than 50 nos. of resources – 10 Marks 	10	A copy of the ESIC statement
TQ 8	Valid ISO certification timeline (ISO 9001-2015)	<ul style="list-style-type: none"> • 3 to 5 years –5 marks • More than 5 years – 10 marks 	10	A copy of the ISO certificate
	Total		100 Marks	

- **Technical Evaluation Criteria: 100 Marks (Passing Mark-70 Marks)**

7.7 Evaluation of Financial Bid (QCBS Method)

7.7.1 The Technical Bids will be evaluated based on eligibility criteria & technical evaluation criteria and only those Bidders whose Technical proposals get a score of Minimum 70 (seventy) marks or more out of 100 (one Hundred) shall qualify for financial bid opening.

7.7.2 The Financial Bids of the technically qualified bidders shall be opened in the presence of such bidders/their representatives. The selection of the bidder shall be based on the QCBS method in which weightage of the technical score shall be 70% and weightage of the financial score shall be 30%. Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices with respect to the lowest offer. Similarly, proposal with the highest technical marks shall be given a score of 100 and other proposals be given technical score that are proportional to their marks with respect to the highest technical marks. The total score, both technical and financial, shall be obtained by weightage the quality and cost scores and adding them up. On the basis of the combined weightage score for quality and cost, the agency shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 bidder followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be the successful Bidder who shall be awarded the contract. In the event two or more bids have the

same score in final ranking, the bidder having higher technical score during the technical evaluation round will be considered as the H-1 bidder. In the event that 2 (two) or more “The Bidders” have the same technical score (TS), then the bidder will be selected through a transparent lottery system in presence of the eligible bidders/ their representatives.

$$\text{TS} = (\text{T}/\text{TH}) \times 100$$

Where “TS” = Technical Score

“TH” = Highest Technical Score secured by any qualified bidder

“T” = Technical Score of the respective bidder under consideration

$$\text{FS} = (\text{FM}/\text{F}) \times 100$$

Where “FS” = Financial Score

“FM” = Lowest Evaluated Financial Bid

“F” = Quoted Financial Bid of the respective bidder under consideration

The weightage given to the Technical (t) and Financial (p) Proposals are: **t=0.7, and p = 0.3**. Proposals are ranked according to their combined technical (ST) and Financial (SF) scores using the weights (t = the weightage given to the Technical Proposal; p = the weightage given to the Financial Proposal;

$$\text{(Combined Score S)} = (\text{TS} \times \text{t}) + (\text{FS} \times \text{p})$$

The Bidder having the highest combined score (Technical + Financial) shall be the Successful Bidder.

7.7.4 The bidder should necessarily give the financial details in the Microsoft excel Format for Financial Proposal of this RFP. All the financial proposals should be in accordance with the terms and conditions mentioned in this RFP (hence the bidder is expected to understand the RFP in all respects). The financial bid is to be submitted in online mode only.

7.7.5 The technical proposal should not contain any financial information, if found same shall be considered as rejected.

7.7.6 The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, OPHWC shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Take-overs) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition. The Bidder shall promptly inform OPHWC of any change in the shareholding, as

above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

7.7.7 After acknowledgement of the LOA as aforesaid by the Successful Bidder, the Contract Agreement shall be executed between OPHWC and the Successful Bidder within 7 days from the date of issue of LOA. The Date of execution of the Contract Agreement between OPHWC and Successful Bidder shall be identified as Commercial Operation Date (COD).

7.7.8 The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment to the Contract Agreement.

7.8 Performance Bank Guarantee

7.8.4 To be deposited in form of e-Bank Guarantee within 7 (Seven) working days from the date of issuance of the Letter of Award (LoA). The successful bidder shall furnish a Performance e-Bank Guarantee of Rs. 15,00,000/- (Fifteen Lakhs only) in the form specified in this RFP.

7.8.5 Failure of the Successful Bidder to furnish the Performance e- Bank Guarantee within the stipulated period or to comply with the terms and conditions of the Contract Agreement shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit (EMD), without prejudice to any other rights or remedies available to OPHWC under the RFP, the Contract Agreement or applicable law.

7.8.6 The Performance Bank Guarantee shall remain valid throughout the Contract Period i.e. 3 (Three) years and for such additional period as specified in the Contract Agreement. Subject to satisfactory performance of the services and fulfillment of all contractual obligations by the Agency, the Performance Bank Guarantee shall be released by OPHWC within three (3) months from the date of expiry or termination of the Contract, whichever is later.

7.8.7 No interest shall be payable by OPHWC on the Performance Bank Guarantee under any circumstances.

7.9 Award of Contract

7.9.1 The bidder whose bid has been determined to be substantially responsive to the bidding documents and has secured highest combined score (Technical + Financial) in the evaluation process, shall be treated as the L-1 Bidder. The TIA will award the contract in his favour.

7.9.2 The Tender Inviting Authority shall notify acceptance of the work prior to expiry of the validity period of this RFP by e mail. This letter of acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution of the maintenance work by the contractor as prescribed by the contract & the amount of Performance Security and

Additional Performance Security required to be furnished. The issue of the Work order shall be treated as closure of the Bid process and commencement of the contract.

- 7.9.3** On acceptance of the tender, the Contractor shall name in writing his accredited representative(s) who would be responsible for taking instructions from the Tender Inviting Authority.
- 7.9.4** Competent Authority on behalf of OSPH&WC reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- 7.9.5** The successful bidder registered under other State Government / MES / Railways / CPWD in equivalent rank has to register under state PWD before signing of the agreement.
- 7.9.6** If the L-1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for 3(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/there application will be considered for registration and action will be initiated to blacklist him/them. In that case, the L-2 bidder, if fulfils other required criteria, would be called for drawing agreement for execution of work subject to condition that the L-2 bidder negotiates at par with the rate quoted by the L-1 bidder, otherwise the RFP will be cancelled.
- 7.9.7** The bidding process shall be deemed to be complete till the date of issue of letter of acceptance. If the bidder fails to sign the agreement within the stipulated period mentioned under clause 7.9.8, his bid security shall stand forfeited.

7.9.8 Notification of Award and signing of Agreement:

In the E-Procurement Portal, the system shall generate the template of award letter, 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 e-mail ID. The issuance of the Work Order shall be treated as closure of the Bid process and commencement of the contract.

The successful bidder shall furnish the Performance security in the form of e-BG within 7 days of issue of letter of acceptance.

The successful bidder shall sign the agreement within 7 days of issue of Letter of Acceptance along with schedule of maintenance work, failing which the Chief Engineer shall without

prejudice to any other right or remedy available in law, be at liberty to forfeit the EMD absolutely. The agreement will incorporate all agreements between the officer inviting the bid and the successful bidder.

7.9.9 Following documents shall form part of the agreement:

a. The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence & documents leading thereto & required amount of performance security will be treated as part of agreement.

7.9.10 The letter to proceed with the work shall be issued by Chief Engineer, OSPH&WC only after signing of the agreement. The notification of award will constitute the formation of the contract subject only to the furnishing of performance security in accordance with the provisions of the agreement.

7.9.11 On acceptance of the RFP by the competent authority the letter of award will be issued by the Chief Engineer for execution of the maintenance work on behalf of the OSPH&WC.

7.9.12 Upon signing of the agreement by the successful bidder, the TIA, OSPH&W C will promptly notify the other bidders that their bids have been unsuccessful.

7.10. Disclosure

7.10.1 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.

- i. The Bidder shall disclose whether, as on the date of submission of the Bid, it is or has been subject to any proceedings, orders, or actions relating to blacklisting, debarment, bankruptcy, insolvency, liquidation, winding up, or any other matter affecting its financial or operational standing. The Bidder shall also disclose details of any receivership, administration, arrangement with creditors, or any similar proceedings initiated against it by any court, tribunal, statutory authority, financial institution, or government agency.
- ii. The Bidder shall provide full particulars of such proceedings, including their current status and outcome, if any. Failure to disclose such information or furnishing of false or misleading information may result in rejection of the Bid, forfeiture of Bid Security/Performance Security, and such other action as may be deemed appropriate by the Authority.

7.10.2 Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:

- i. A criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct.
- ii. Corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract.
- iii. Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

7.11. Anti-Corruption Measure

7.11.1 Any effort by Bidder(s) to influence the Odisha State Police Housing & Welfare Corporation (OPHWC) in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.

7.11.2 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 Odisha State Police Housing & Welfare Corporation (OPHWC) shall blacklist the bidder either indefinitely or for a stated period, disqualifying it from participating in any related bidding process for the said period.

7.12. Language of Proposals

The proposal and all related correspondence exchanged between the bidder and the Odisha State Police Housing & Welfare Corporation (OPHWC) 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.

7.13. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Odisha State Police Housing & Welfare Corporation (OPHWC) shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. A bidder is not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

7.14. Legal Jurisdiction

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

7.15. Governing Law and Penalty Clause

The Agency shall strictly adhere to the timelines, schedules and service levels prescribed under the Contract Agreement. Considering the nature of the maintenance services and the importance of uninterrupted upkeep of the sports facilities, any delay, deficiency or failure in performance attributable to the Agency shall be viewed seriously.

In the event of any unjustified delay, non-performance or breach of contractual obligations by the Agency, OPHWC shall be entitled to impose Liquidated Damages and other penalties as specified in the Contract Agreement. In addition, OPHWC reserves the right to terminate the Contract, wholly or partly, and arrange execution of the pending services through any other agency at the risk and cost of the defaulting Agency.

OPHWC shall have the right to recover any Liquidated Damages, penalties, additional costs, losses or expenses incurred on account of such default from any amount due or becoming due to the Agency under the Contract. Recovery of such amounts shall be without prejudice to any other rights or remedies available to OPHWC under the Contract Agreement or applicable law.

The imposition or recovery of Liquidated Damages shall not relieve the Agency of its obligations and liabilities under the Contract Agreement.

The rights and obligations of OPHWC and the Agency shall be governed by and construed in accordance with the laws in force in India and the State of Odisha. Subject to the provisions relating to dispute resolution contained in the Contract Agreement, the courts at Bhubaneswar, Odisha shall have exclusive jurisdiction over all matters arising out of or in connection with the Contract.

7.16. Confidentiality

Information relating to the examination, evaluation, comparison of Bids and recommendations concerning award of the Contract shall not be disclosed to any Bidder or to any other person who is not officially concerned with the bidding process until the publication of the award of Contract or notification of the outcome of the bidding process.

Any attempt by a Bidder to influence OPHWC officials in the evaluation of Bids, Contract award decisions or any other aspect of the procurement process through unauthorized means may result in

rejection of its Bid and may attract such action as deemed appropriate under the applicable provisions of law and the policies of OPHWC.

The Bidder, its personnel, agents and representatives shall maintain strict confidentiality of all information, documents, data, records and materials obtained from or on behalf of OPHWC in connection with the Project. During the currency of the Contract and thereafter, the Agency shall not, except with the prior written consent of OPHWC, disclose, communicate, publish or otherwise make available any confidential information relating to the Project, OPHWC or its operations to any third party.

The Agency shall ensure that its employees, personnel, subcontractors (if permitted), consultants and representatives are bound by similar confidentiality obligations. Any breach of confidentiality shall be treated as a material breach of the Contract and may result in termination of the Contract, forfeiture of Performance Security and such other action as may be deemed appropriate by OPHWC.

7.17. Amendment of the RFP Document

At any time before submission of proposals, the Odisha State Police Housing & Welfare Corporation (OPHWC) may amend the RFP document by issuing an addendum at <https://tendersodisha.gov.in>. 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 Odisha State Police Housing & Welfare Corporation (OPHWC) may, at its discretion, extend the deadline for the submission of the proposals.

7.18. Odisha State Police Housing & Welfare Corporation (OPHWC)'s Right to Accept/ Reject Proposal(s)

The Odisha State Police Housing & Welfare Corporation (OPHWC) 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.

7.19. Copyright, Patents and Other Proprietary Rights

Odisha State Police Housing & Welfare Corporation (OPHWC) 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 during the execution of this contract. At the Odisha State Police Housing & Welfare Corporation (OPHWC)'s request, the bidder shall take all necessary steps to submit them to the Odisha State Police Housing & Welfare Corporation (OPHWC) in compliance with the requirements of the contract.

7.20. 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, war so 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 Odisha State Police Housing & Welfare Corporation (OPHWC) and competent authority in Sports & Youth Services Department, Odisha 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 Odisha State Police Housing & Welfare Corporation (OPHWC) 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 Odisha State Police Housing & Welfare Corporation (OPHWC) 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, Odisha State Police Housing & Welfare Corporation (OPHWC) reserve the right to cancel the contract without any obligation to compensate the agency in any manner for whatsoever reason.

7.21. Settlement of Dispute

The Odisha State Police Housing & Welfare Corporation (OPHWC) and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be adjudicated by competent court at Bhubaneswar, Odisha.

7.22. Disqualification of Proposal

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

- i. Proposal submitted without Bid Document Fee & EMD as applicable

- ii. A bidder submits more than one proposal for this RFP, all such proposals shall be rejected, and the bidder shall be disqualified from this bid process.
- iii. Proposal not submitted in accordance with the procedure & formats as prescribed in the RFP.
- iv. Proposal received in incomplete form
- v. Proposal is not accompanied by all the requisite documents/information
- vi. Bids with any conditional technical and financial offer
- vii. Proposal is not conforming to the requirement of the scope of the work of the assignment.
- viii. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- ix. If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, 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.
- x. Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices.
- xi. Any other condition/situation which holds the paramount interest of the Odisha State Police Housing & Welfare Corporation (OPHWC) during the overall selection process.

7.23. Performance Bank Guarantee

7.23.1 Performance e-Bank Guarantee is governed for supplies and services as follows:

- i. The bidder shall carry out the services in conformity with the requirements of this RFP, generally accepted professional and technical norms relevant to such projects and to the satisfaction of OPHWC.
- ii. The Earnest Money Deposited at the time of bid submission would be given back to the selected bidder on payment of Performance Bank Guarantee.

7.23.2 The selected bidder shall furnish the Performance Security in form of electronic Bank Guarantee i.e. e- BG as per the **Annexure-K** before issue of Work Order.

7.24. Liability

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

7.25. Indemnity

The Bidder, always during the pendency of this agreement, keep the Odisha State Police Housing & Welfare Corporation (OPHWC) Indemnified to an amount not exceeding the total fees payable to him under this agreement.

7.26. Proprietary Data

All reports, records, databases, drawings, manuals, photographs, survey results, maintenance records, analyses, recommendations and any other documents, materials or information collected, generated, developed, processed or submitted by the Agency in connection with the Project or during the execution of the Contract shall be the exclusive property of OPHWC.

OPHWC shall not be obliged to return any Proposal, document, data or information submitted by the Bidder in response to this RFP. The selected Agency shall have no ownership or proprietary rights over any such documents, materials, data or information and shall, upon completion, expiry or termination of the Contract, or whenever directed by OPHWC, promptly hand over all such records and materials to OPHWC without retaining any copies, except as may be required under applicable law.

The Bidder/Agency shall treat all information received from or generated for OPHWC as strictly confidential and shall not use, reproduce, disclose, distribute or make available the same, in whole or in part, to any third party except for the purposes of submission of the Bid or performance of the Contract and only with the prior written approval of OPHWC. The obligations relating to ownership, confidentiality and non-disclosure under this Clause shall survive the expiry, completion or termination of the Contract Agreement.

8 Scope of Project

8.1 General Scope of Work

The selected agency shall undertake Annual Maintenance Works for 3 years from the date of issue of work order for the following playgrounds entrusted by the Sports & Youth Services Department, Government of Odisha.:

I. Sports Complex, Rairangpur, Dist. Mayurbhanj.

II. Government College of Physical Education (GCPE), Tamando, Dist. Khordha.

8.1.1 Scope of Maintenance Work:

8.2.1. Play Ground Maintenance:

The selected agency shall maintain, and manage the international standard natural grass football fields with sub-soil drainage and fully automated pop-up irrigation systems to ensure optimum playing conditions throughout the contract period.

8.2.2 Grass Cutting and Turf Management:

The selected agency shall ensure regular mowing, rolling, levelling, gap filling, turf restoration, top dressing, aeration and other turf management activities required to maintain a healthy, uniform and playable natural grass surface.

8.2.3 Application of Fertilizers and Soil Conditioners:

The selected agency shall ensure application of fertilizers, organic manure, micronutrients, soil conditioners and other approved materials at appropriate intervals to promote healthy turf growth and maintain the desired turf quality.

8.2.4 Weed, Pest and Disease Control:

The selected agency shall undertake regular de-weeding and application of suitable weedicides, fungicides, insecticides and other plant protection measures as required for effective control of weeds, pests and diseases.

8.2.5 Line Marking: The selected agency shall ensure that the field line marking should be maintained throughout the year.

8.2.6 Irrigation Management:

The selected agency shall ensure daily watering of the playing field through the installed pop-up sprinkler system or as per seasonal and climatic requirements to maintain optimum moisture levels in the turf.

8.2.7 Maintenance of Irrigation System:

The selected agency shall ensure regular maintenance of the complete pop-up sprinkler network, including sprinkler heads, control valves, pipelines, controllers, pumps and allied components, ensuring uninterrupted operation of the irrigation system.

8.2.8 Maintenance of Bore Well and Pumping Systems:

The selected agency shall ensure regular operation and maintenance of the existing bore well, submersible pumps, pump control panels, delivery pipelines and allied equipment to ensure uninterrupted water supply for irrigation and maintenance purposes.

8.2.9 Cleaning and Waste Disposal:

The selected agency shall ensure cleanliness of the playground including collection, removal and disposal of grass clippings, leaves, debris and waste in accordance with applicable local regulations.

8.2.10 Preventive and Routine Maintenance Check-up:

The selected agency shall be carrying out routine preventive maintenance check-ups of all assets and facilities related to the football grounds to ensure their safe, efficient and uninterrupted operation.

8.2.11 Record Keeping and Reporting:

The selected agency shall be maintaining proper records of maintenance activities, irrigation schedules, details of fertilizer and pesticide applications, equipment maintenance and other related operations, and submit periodic reports to OPHWC field officials, as directed.

8.2.12 Performance Standard:

The Agency shall maintain the football grounds in a condition fit for regular training, practice sessions, international & national level tournaments throughout the contract period and shall promptly attend to any deficiencies pointed out by OPHWC or the user department.

8.3 Terms of the Project:

The term of the project will be three years including Comprehensive Maintenance period depending upon satisfactory performance and subject to fulfilment of parameters specified in RFP.

8.3.1 Technical Specifications

Natural Grass Turf:

SL. No.	Specification
1	Maintenance of Natural Grass turf of the Football Fields to ensure international standard playing conditions confirming to the prevailing FIFA Guidelines for Optimal Preparation & Maintenance of Grass Pitches along with supply of all required materials. (i) Area of Football Field at Sports Complex Rairangpur : 105m. X 71.5m.=7507.5 SQM. (ii) Area of Football Field at GCPE, Tamando, Khordha : 113.02m.X 71.20m.= 8047.00 SQM. Period of Maintenance: 36 Months from the Date of issue of the Work Order.
2	Should ensure regular mowing, levelling, rolling, aeration and turf restoration activities along with supply of all required materials.
3	Supply and application of fertilizers, manure and soil conditioners for healthy turf growth. Control of weeds, pests and diseases through approved treatment methods.
4	Collection and disposal of grass clippings, debris and other waste materials.

Line Marking:

SL. No.	Specification
1	Line Marking of FIFA Standard in the Natural Football Ground should be carried out on a regular interval. It is to ensure the Line markings should be visible throughout the year. (Including supply of all materials)

Irrigation System:

SL. No.	Specification
1	Maintenance of sprinkler system, bore well pump systems, valves and associated components during the agreement period. (Including supply of required materials)
2	Routine inspection and preventive maintenance of all sprinkler related assets and submission of periodic maintenance reports. (Including supply of required materials)

8.4 Obligations of the Agency

8.4.1 Standards of Performance

The Agency shall perform the Services and discharge its obligations under the Contract with due diligence, efficiency and economy, in accordance with accepted professional standards, sound management practices and applicable laws. The Agency shall deploy qualified personnel and use appropriate equipment, machinery, materials, technology and methods necessary for efficient execution of the Services. The Agency shall act at all times as a faithful service provider to the Authority and shall protect and safeguard the Authority's legitimate interests in all matters relating to the Contract.

8.4.2 Prohibition of conflicting activities

Neither the Agency nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement.
- b) After the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c) At any time, such other activities as have been specified in the RFP as Conflict of Interest.

8.4.3 Liabilities

The liability of the Agency under this Agreement shall be governed by applicable laws and the provisions of this Contract. The Agency shall be solely and fully responsible for the maintenance, operation, and upkeep of the natural grass football ground and all associated facilities throughout the contract period.

(I) The Agency shall be liable for any direct loss, damage, or deficiency arising due to improper maintenance, substandard turf condition, or failure to comply with the Scope of Work, including FIFA guidelines and instructions of the Authority.

(II) The Agency shall be fully responsible, at its own cost and risk, for the operation and maintenance of the football ground, irrigation system, drainage system, turf management system, and all allied facilities, and shall ensure uninterrupted serviceability of the playing surface.

(III) The Agency shall be solely responsible for any damage, deterioration, or unsafe playing conditions of the turf and associated infrastructure arising out of negligence, improper maintenance practices, or non-compliance with prescribed standards.

(IV) The Authority shall not be liable for any loss, damage, theft, or deterioration of tools, equipment, machinery, or materials deployed by the Agency at the project site.

(V) The Agency shall be responsible for any injury, accident, or incident occurring due to unsafe maintenance practices or failure to maintain the playing field in playable condition, subject to applicable laws.

(VI) The Agency shall be responsible for its personnel deployed at site, including payment of wages, statutory benefits, insurance coverage, and compliance with all labour laws. All deployed personnel shall be employees of the Agency and not of the Authority.

(VII) The Agency shall indemnify and hold harmless the Authority against any claims, damages, losses, or liabilities arising out of negligence, breach of contract, or failure to perform maintenance obligations under this Agreement.

(VIII) The Agency shall not be liable for indirect or consequential damages suffered by the Authority, including loss of revenue or loss of use, arising out of any operational disruption, except where caused by gross negligence or wilful misconduct of the Agency.

(IX) The Agency shall comply with all applicable statutory approvals, permissions, environmental requirements, and safety regulations relating to maintenance activities and shall bear all associated costs and liabilities.

(X) Nothing in this Agreement shall limit the Agency's liability for breach of contract, negligence, or failure to maintain the football ground as per the prescribed technical standards and FIFA guidelines.

8.4.4 Conflict of Interest

The Bidder shall provide its services with complete professionalism, integrity, objectivity and impartiality, and shall at all times act in the best interests of OPHWC. The Bidder shall avoid any situation that may give rise to an actual, potential or perceived conflict of interest with the Project, OPHWC, the Sports & Youth Services Department, or any other stakeholder connected with the assignment.

8.5 Agency Personnel

8.5.1 Deployment of Personnel

(I) The Agency shall deploy sufficient manpower for operation and maintenance activities including, but not limited to:

- a) Turf maintenance, mowing, rolling, levelling and restoration;
- b) Operation and monitoring of irrigation and drainage systems;
- c) Application of fertilizers, soil conditioners and plant protection measures;
- d) Cleaning, housekeeping and waste management of the ground and surrounding areas;
- e) Maintenance of equipment, pumps and allied infrastructure;
- f) Ensuring that the playing surface is safe, uniform and fit for use.

(II) The Agency shall submit details of all deployed personnel, including name, designation, address, and contact information, prior to deployment at the site for approval by the Authority.

(III) The Agency shall ensure that no personnel deployed at the site have any criminal antecedents, and shall submit a certificate in this regard prior to deployment.

(IV) The Agency shall not deploy:

- a) Any child labour (persons below the legally permissible age); and

b) Any person above 60 years of age.

(V) The Agency shall issue identity cards to all deployed personnel, who shall display them at all times during duty hours at the project site.

(VI) The deployed personnel shall work in shifts, with each shift not exceeding 8 hours, ensuring uninterrupted maintenance of the football ground.

(VII) The Agency shall provide insurance coverage for all deployed personnel against personal accident, injury, or death arising during the course of duty.

(VIII) All personnel deployed by the Agency shall remain employees of the Agency only and shall have no employment relationship with the Authority. The Agency shall be solely responsible for payment of wages, statutory benefits, and compliance with all applicable labour laws, and shall inform its personnel of this condition in writing prior to deployment.

8.5.2 Approval of Personnel

The Agency shall submit the list of proposed personnel along with complete information (name, qualification, experience, and contact details) to the Authority prior to deployment at site. The Authority shall review and communicate approval or rejection within 07 (seven) days of receipt, along with reasons for rejection, if any. In case of rejection, the Agency shall propose suitable replacement(s) for approval. If no communication is received within 07 (seven) days, the personnel shall be deemed approved.

8.5.3 Substitution of Personnel

The Authority shall have the right to require replacement of any deployed personnel found unsuitable, inefficient, or involved in misconduct. Similarly, the Agency may replace its personnel with prior written approval of the Authority, ensuring that replacements are equally qualified and experienced so as not to affect maintenance of the football ground.

8.5.4 Working Hours, Overtime, Leave, etc.

The Agency shall organize manpower deployment in shifts to ensure continuous maintenance of the football ground, with each shift not exceeding 8 hours. The Agency shall ensure adequate manpower availability during training sessions, during tournaments, and special events. Leave, absence, and overtime arrangements shall be managed by the Agency without affecting the service level or condition of the playing surface.

8.6 Service Level Agreement (SLA) and Penalties

8.6.1 Agreement Parameters

The Agency shall comply with the following Service Level Agreement (SLA) requirements for maintenance of the natural grass football grounds under the Odisha State Police Housing & Welfare Corporation.

SL. No.	Defined Parameter	Service Level Requirement	Validation Procedure	Penalty
1	Ground Operational Availability	The football ground shall be maintained in playable condition and available for use throughout the year, including training sessions, practice, and scheduled events, except when specifically closed by the Authority.	Inspection reports by Authority representatives / scheduled monitoring / Complaints by Local User/ site verification.	Non-availability or unplayable condition: Rs. 2,000/- per day.
2	Turf Condition & Playability	The natural turf shall be maintained in a uniform, healthy, and safe playing condition as per FIFA guidelines.	Periodic inspections and field condition reports by Authority/ Complaints by Local User	Substandard turf condition: Rs. 2,000/- per instance until rectified. (To be rectified within 48 hours of the complaint.)
3	Irrigation System Breakdown	All irrigation systems (sprinklers, pumps, pipelines) shall be kept fully functional.	Inspection / maintenance logs/ Complaints by Local User	Failure to restore within 48 hours: Rs. 1000/- per day of delay (max Rs. 20,000/-).
4	Fertilizer & Turf Treatment Schedule	Application of fertilizers, soil conditioners, and plant protection measures shall be carried out as per approved schedule.	Maintenance of records and inspection by Authority/ Complaints by Local User	Non-compliance: Rs. 2,000/- per missed schedule.
5	Line Marking	Field markings shall be maintained clearly throughout the year	Site inspection / match readiness verification/ Complaints by Local User	Rs. 1000/- per instance of non-maintenance.
6	Maintenance Response Time	All defects, damages, or maintenance issues shall be rectified promptly.	Inspection report/ Complaints by Local User	Delay beyond prescribed timelines: Rs. 2,000/- per day (max Rs. 20,000/-).

7	Safety & Incident Prevention	The Agency shall ensure safe playing conditions and prevent hazards on the field.	Incident reports / Authority inspection/ Complaints by Local User	Rs. 2,000/- per safety violation.
8	Record Keeping & Reporting	Maintenance records and periodic reports shall be submitted as required.	Submission verification by Authority	Delay or non-submission: Rs. 1000/- per week.
9	Compliance with Instructions	The Agency shall comply with all lawful instructions issued by the Authority.	Authority verification / written records.	Non-compliance: Rs. 2,000/- per instance.

Note: All penalties shall be in addition to any other actions or recoveries as per contract terms or applicable laws. Repeated non-compliance may lead to termination of the Contract.

8.7 Monthly Report Submission

The selected Agency shall submit a comprehensive monthly maintenance report to the Authority covering all Service Level Agreements (SLAs) specified under **Clause 8.6**, including details of turf maintenance, irrigation, drainage, field markings, safety inspections, and other maintenance activities undertaken during the reporting period.

If any SLA remains unfulfilled or is violated for three (03) consecutive months, the Authority shall have the right to initiate appropriate action, including termination of the Contract, after providing due notice to the Agency.

The Authority reserves the right, at its sole discretion, to verify and validate the accuracy and completeness of the monthly reports submitted by the Agency through site inspections, maintenance records, third-party audits, or any other means deemed appropriate.

8.8 Code for Conduct

In addition to the penalties specified under the Service Level Agreements (SLAs), the Authority may issue warnings to the Agency for minor deficiencies, lapses in maintenance practices, or non-compliance with prescribed maintenance schedules and reporting requirements. In the event of significant deficiencies in the maintenance of the playground, including but not limited to failure to maintain the turf in a safe and playable condition, negligence resulting in deterioration of the field, repeated non-compliance with SLAs, safety violations, or any act or omission adversely affecting the

usability, safety, or reputation of the facility, the Authority may initiate appropriate penal action. Such action may include imposition of additional penalties, withholding of payments, execution of maintenance work at the risk and cost of the Agency, termination of the Contract, and/or debarment of the Agency from participating in future tenders of the Authority for a specified period, in accordance with the prevailing policies and contractual provisions of the Authority.

8.9 Encashment and Appropriation of Performance Security

The Authority shall have the right to invoke, encash, and appropriate the Performance Security, in whole or in part, without prior notice to the Agency in the event of any breach of the Contract, failure to meet the prescribed Service Level Agreements (SLAs), non-performance of maintenance obligations, abandonment of services, recovery of damages, penalties, or any other dues payable by the Agency under the Contract.

Upon such encashment or appropriation of the Performance Security, the Authority may, at its sole discretion, require the Agency to replenish and restore the Performance Security to its original value within such period as may be specified by the Authority. Failure of the Agency to replenish the Performance Security within the stipulated period shall constitute a material breach of the Contract and may result in further action, including suspension of payments, termination of the Contract, and/or debarment of the Agency in accordance with the provisions of the Contract and the policies of the Authority.

8.10 Site Details

The Tender Inviting Authority intends to engage a competent and experienced Agency for the operation and maintenance of Natural Playgrounds under its jurisdiction. The selected Agency shall be responsible for maintaining the playgrounds, including natural turf, irrigation systems, drainage systems, field markings, landscaping, and associated infrastructure, to ensure safe, functional, and aesthetically pleasing playing conditions throughout the contract period. The details of the playgrounds and the scope of maintenance services for selection of the Maintenance Agency are provided below:

Play Ground- I

Sl. No.	Name of the Sports Complex	Area of Land Parcel	GPS Location
1	Sports Complex at Rairangpur, Dist: Mayurbhanj	7507 SQM.	Lat.: 22.287231 Long.: 86.171268

Play Ground- II

Sl. No.	Name of the Sports Complex	Area of Land Parcel	GPS Location
1	Football Ground & Synthetic Athletic Track at GCPE, Tamando, Dist.: Khordha	8047 SQM.	Lat.: 20.240283 Long.:85.752057

9. Payment Terms:

(I) No advance payment shall be made to the selected Agency.

(II) Payments will be made only after receiving the funds from Sports & Youth Services Department, Odisha against the maintenance services rendered during the preceding month, subject to satisfactory performance and compliance with the prescribed Service Level Agreements (SLAs).

(III) The payment schedule shall be as follows:

a) Monthly Maintenance Charges: Payment equivalent to the approved monthly contract value shall be released upon submission of the monthly invoice, maintenance records, and certification by the authorized representative of the Authority confirming satisfactory maintenance of the playgrounds and associated facilities.

b) Performance-Based Deductions: Any penalties imposed for non-compliance with the SLAs, deficiencies in maintenance services, or other contractual obligations shall be deducted from the monthly payment due to the Agency.

c) Final Payment: The final month's payment shall be released after satisfactory completion of all maintenance obligations, submission of all required records and reports, and issuance of a completion certificate by the Authority. The Agency shall submit all monthly maintenance reports, attendance records of deployed personnel, maintenance logs, and any other documents as may be required by the Authority along with the invoice for processing of payment. The Authority reserves the right to withhold in the event of unsatisfactory performance, non-compliance with contractual obligations, or failure to achieve the prescribed service levels.

Annexures

ANNEXURE-A

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related/not related** (*) to any officer of OSPH&WC of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the Sports & Youth Services Department, Govt. of Orissa I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

I/We also note that, non-submission of this certificate will render my / our tender liable for rejection.

(*) - Strike out which is not applicable

Signature of the Tenderer

Date:-

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF
TENDERER OR**

ABANDONMENT OF WORK BY THE TENDERER

1. a) Is the tenderer currently involved in any litigation relating to the works. Yes/No
- b) If yes: give details:
2. a) Has the tenderer or any of its constituent partners been debarred/ expelled by any agency in India during the last 5 years. Yes / No
3. a) Has the tenderer or any of its constituent partners failed to perform on any contract work in India during the last 5 years. Yes / No
- b) If yes, give details:

Note:

If any information in this schedule is found to be incorrect or concealed, qualification application will be summarily be rejected.

Signature of Tenderer

AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct. 2.The undersigned also hereby certifies that neither **our firm M/s _____ nor any of its constituent partners** / I have abandoned any road/ bridge/Irrigation /Buildings/ Sport Complex or any other project work in India nor any contract awarded to us / me for such works have been rescinded during the last five years prior to the date of this bid.

3.The undersigned hereby authorized and request (s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.

4.The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.

(Signed by an Authorized Officer of the Company/firm or Bidder)

Date:

WORKING EXPERIENCE

D- LIST OF SIMILAR NATURE OF PROJECTS EXECUTED

Name of Employer	Name of location and name of work	Contract price in Indian Rupees	Items of works	Date of starting the work as per Agreement	Stipulated date of completion of the work as per Agreement	Actual date of completion of the work	Reasons for delay in starting/ completion, if any
1	2	3	4	5	6	7	8

Counter signed by

**(Executive Engineer/Divisional Engineer/
Project Manager of the User Agency)**

Signature of Tenderer

ANNEXURE- E

MEMORANDUM OF UNDERSTANDING

First Party I Sri/Smt....., Aged years, S/O
.....,At / P.O. / Dist-..... (here in after called the First Part)

AND

Second Party I Sri/Smt....., Aged years, S/O-
....., At /P.O. / Dist-..... (here in after called the Second Part)
having H.T. / L.T. license registration No..... valid up to

AND WHEREAS the First Party of 1st part is the managing partner of
.....AND WHEREAS the First Party willing to appoint the Second Party to
execute the E.I. portion for the tender work, “.....” AND WHEREAS the
Second Party accepted the offer of First Party.

NOW THIS DEED OF AGREEMENT WITNESSES AS FOLLOWS;

- 1) That, the Second Party shall do all E.I. works, if the tender is awarded to First Party.
- 2) That, the Second Party shall fulfil all the E.I. works as per the tender schedule by instruction of Engineer-in-Charge.
- 3) That, the First Party shall receive payment, signing the bill the document for the concerned work.
- 4) That, the Second Party shall abide the rules, regulations and specification of E.I. works of above said matter.

In witness where of Both the party have signed in presence of

WITNESS

W1 –

W2 -

ACCEPTANCE OF ELECTRONIC BANK GUARANTEE (E-BG)

The Successful Bidder is required to submit EMD/ISD/APSD as per DTCN in the prescribed form of e-BG (separately for EMD, ISD and APSD) duly pledged in favour of the Chief Engineer, The Odisha State Police Housing & Welfare Corporation Ltd.

The details required for issuance of e-BG are as follows:

1. Beneficiary Name- **“The Chief Engineer, The Odisha State Police Housing & Welfare Corporation Ltd”**.
2. Beneficiary UIN- AABCT7853N.
3. Beneficiary email id- ophwc.od@od.gov.in .
4. IFSC Code for SFMS- HDFC0000122.
5. PAN No- AABCT7853N.
6. Date of Incorporation- 24.05.1980.
7. Relationship- BG BENEFICIARY \ State Govt. PSU.
8. Legal Constitution- GOVERNMENT AGENCY.
9. GST No-21AABCT7853N2ZZ.

EMD submitted earlier through online mode at the time of submitting tender will automatically be refunded to the successful bidder after award of work.

FORMAT OF ELECTRONIC BANK GUARANTEE

Note: -

1. This guarantee has to be furnished by a Nationalized / Scheduled Commercial Bank Authorized by RBI to issue a Electronic Bank Guarantee (e-BG). The issuing bank should have branches in Bhubaneswar.
2. OPHWC reserves its rights to reject the e-BG, if the same is not in the specified format of OPHWC.
3. The e-stamping should be made in the name of Bank executing the e-BG.
4. The e-BG shall be valid till the scheduled **Completion Period of Project** with a grace period of three months thereafter for APSD.

To

The Chief Engineer,
The Odisha State Police Housing & Welfare Corporation Ltd.
Janpath, Bhoi Nagar, Bhubaneswar, Odisha-751022.

Bank Guarantee No.
BG Amount.
BG Issue Date.
BG Expiry Date.
Claim Period.

1. In consideration of Chief Engineer, The Odisha State Police Housing & Welfare Corporation Ltd hereinafter referred to as the PRINCIPAL, which expression shall, unless repugnant to the context or meaning, thereof include its successors, representatives and assignees, having

awarded in favour of M/s. having registered office athereinafter referred to as the CONTRACTOR, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees, a Contract, hereinafter "referred as the CONTRACT" for execution of(Indicate the Project Name) on terms and conditions set out inter alia, in the DTCN as well as "CONTRACT" documents, valued at Rs. /-(In words) and the same having been unequivocally accepted by the CONTRACTOR and the CONTRACTOR having agreed to provide a Electronic Bank Guarantee towards EMD/ISD/APSD for the faithful performance of the entire "CONTRACT" including the warranty obligations / defect liabilities under the contract amounting to Rs.(In words.....) as EMD/ISD/APSD.

2. We, (Indicate the Name of the Bank).....(Address) hereinafter referred to as the "BANK" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees do hereby irrevocably guarantee and undertake to pay the PRINCIPAL merely on demand without any previous notice and without any demur and without referring to any other source, any and all monies payable by the CONTRACTOR by reason of any breach by the said CONTRACTOR of any of the terms and conditions of the said CONTRACT including non-execution of the "CONTRACT AGREEMENT" at any time up to (day /month/ year). Any such demand made by the PRINCIPAL on the BANK shall be conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority. The Bank agrees that the guarantee herein contained shall continue to be enforceable till this sum due to the PRINCIPAL is fully paid and claims satisfied or till the PRINCIPAL discharges this Guarantee.
3. We, (indicate the name of the Bank), further agree that the PRINCIPAL shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said CONTRACTOR from time to time or to postpone for any time or from time to time any of the powers exercisable by the PRINCIPAL against the said CONTRACTOR and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said CONTRACTOR or for any forbearance, act of omission on the part of the PRINCIPAL or any indulgence by the PRINCIPAL to the said CONTRACTOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. We, (indicate the name of the Bank), further agree that the PRINCIPAL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee the PRINCIPAL may have in relation to the CONTRACTOR 's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the CONTRACTOR.
6. We, (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the PRINCIPAL in writing.
7. This Bank Guarantee shall be valid up to unless extended on demand by the PRINCIPAL.
8. The Bank further agrees that the decision of the PRINCIPAL as to the failure on the part of the CONTRACTOR to fulfil their obligations as aforesaid and/or as to the amount payable by the BANK to the PRINCIPAL hereunder shall be final, conclusive and binding on the BANK.

9. Notwithstanding anything contained herein:
- a. Our liability under this bank guarantee shall not exceed..... (in words)
 - b. This bank guarantee shall be valid up to
 - c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before

Date

Witnesses:

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Signature.....
 Name and address
 Designation
 Staff code no. 2. Signature | <p>Authorized Signatory
Name</p> <p>Bank seal</p> |
|--|---|

Total: - 52(Fifty two) pages only

SUBMITTED

APPROVED
Sd/-
Chief Engineer,
OSPH&WC, Bhubaneswar