



**SPORTS & YOUTH SERVICES DEPARTMENT**  
**GOVERNMENT OF ODISHA**

**Expression of Interest (EOI)**

for

Empanelment of

Agencies for Running Sports Coaching

Programs and Managing Sports Infrastructure



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## Advertisement



**Government of Odisha**

**Sports & Youth Services Department  
C-1, Nayapalli, Bhubaneswar - 751 012  
Email: info.dsyst.odisha@gmail.com**

**EOI No. SYS\_CC-CC-0032/2019-/ 7026**

**dated 09.08.2019**

**Expression of Interest (EOI) for Empanelment of Agencies for Running Sports Coaching Programs and Managing Sports Infrastructure**

Sealed responses are invited by Sports & Youth Services Department, Government of Odisha, C-1, Nayapalli, Bhubaneswar – 751012 from interested agencies for Empanelment of Agencies for Running Sports Coaching Programs and Managing Sports Infrastructure through an EOI. The detailed information may be downloaded from the Sports & Youth Services Department website (<https://department.sportsodisha.gov.in/tender.php>) along with terms & conditions of the EOI.

The EOI response should be submitted in the prescribed format along with all relevant documents duly signed and sealed. The EOI response should reach the Sports & Youth Services Department on or before 9<sup>th</sup> September 2019 by 4:00 PM either by Courier/ Speed post/ Registered Post only. EOI response(s) received after due date & time shall not be accepted. The Department shall not be responsible for delay in postal delivery or similar reasons.

Sports & Youth Services Department reserves the right to accept or reject any or all EOI responses without assigning any reason thereof. For any specific queries, kindly contact DSYS through email.

**Sd/-**

**Director-cum-Addl. Secretary**

**Sports & Youth Services Department**



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## 1 EOI Schedule

Sl. No.	Event	Tentative Schedule
1	Publication of advertisement in newspapers	10.08.2019
2	Availability of EOI details on: <a href="https://department.sportsodisha.gov.in/tender.php">https://department.sportsodisha.gov.in/tender.php</a>	10.08.2019
3	Last date of receipt of queries for discussion during the meeting with interested agencies (queries to be sent by e-mail to the nodal officer)	20.08.2019
4	Meeting with interested agencies	22.08.2019 Time: 03:00 PM Venue: Sports & Youth Services Department, C-1, Nayapalli, Bhubaneswar
5	Issue of clarifications by Sports & Youth Services Department, post the meeting with interested agencies	25.08.2019
6	EOI due date	09.09.2019 Time: 04:00 PM Venue: Sports & Youth Services Department, C-1, Nayapalli, Bhubaneswar
7	Opening of EOI responses	10.09.2019 Time: 11:00 AM Venue: Sports & Youth Services Department, C-1, Nayapalli, Bhubaneswar
8	Technical presentation	Date and Time to be communicated later

Any change to the above schedule shall be notified on the website of Sports & Youth Services Department (DSYS) Government of Odisha (<https://department.sportsodisha.gov.in/tender.php>). Interested parties are advised to regularly check these websites.

Sports & Youth Services Department reserves the right to reject this EOI without assigning any reason thereof.



## 2 Data Sheet

Sl. No.	Parameter	Details
1.	Name of tender	Empanelment of Agencies for Running Sports Coaching Programs and Managing Sports Infrastructure
2.	Mode of tendering	Manual Tender
3.	EOI Processing Fee	
	A) Non-refundable processing fee	Amount: INR 2,000 (Rupees Two Thousand only) Payable in the form of Demand Draft drawn in favour of the "Deputy Secretary to Government, Sports & Youth Services Department, Government of Odisha", payable at Bhubaneswar
	B) Security Deposit	Amount: INR 1,00,000 (Rupees One Lakh only) Payable in the form of Demand Draft drawn in favour of the "Deputy Secretary to Government, Sports & Youth Services Department, Government of Odisha", payable at Bhubaneswar
4.	Nodal Officer	Name: Shri Manoj Kumar Padhy, OAS (S) Designation: Joint Secretary, Sports & Youth Services Department, Government of Odisha
5.	E-mail address for submitting queries	Info.dsys.odisha@gmail.com
6.	Address of Sports & Youth Services Department	Sports & Youth Services Department, C-1, Nayapalli Bhubaneswar - 751 012
7.	EOI No.	7027 dated 09.08.2019

### NOTE:

- Interested parties are required to furnish requisite details along with all supporting documents like certificates from statutory auditor, copies of client certificates, work order and agreements etc.
- The Power of Attorney should be duly notarized by a notary public indicating that the person(s) signing the EOI response has the authority to sign the EOI response; the Power of Attorney should be backed by a copy of resolution of the Board of Directors/ other relevant documents to demonstrate the authority of the person issuing the Power of Attorney.



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3. Each page of the EOI response submitted should be signed by the Authorized Signatory of the agency
  4. The date of purchase of stamp paper for the instruments like Power of Attorney, etc. should be on or before the date of execution of such instruments.



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### 3 Disclaimer

- 3.1. This EOI is neither an agreement nor an offer by Sports & Youth Services Department to prospective applicants or any third party. The purpose of this EOI is to provide interested parties with information to facilitate their participation in the EOI process.
- 3.2. This EOI includes statements, which reflect various assumptions and assessments arrived at by Sports & Youth Services Department. Such assumptions, assessments and statements do not purport to contain all the information that a party may require. This EOI may not be appropriate for all persons, and it is not possible for Sports & Youth Services Department to consider the particular needs of each party who reads or uses this EOI document. The assumptions, assessments, statements and information contained in this EOI document may not be complete, accurate, adequate or correct. Each applicant must, therefore conduct its own investigations and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI and obtain independent advice from appropriate sources.
- 3.3. Information provided in this EOI is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Sports & Youth Services Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 3.4. Sports & Youth Services Department, its employees and their consultants make no representation or warranty and shall have no liability to any person including any applicant under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this EOI, or any matter deemed to form part of this EOI, or arising in any way in relation to this EOI process.
- 3.5. Neither Sports & Youth Services Department nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI. Sports & Youth Services Department also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any applicant upon the statements contained in this EOI.





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- 3.6. The applicant should confirm that the EOI document downloaded by them is complete in all respects, including all annexures and attachments, if any. In the event the document or any part thereof is missing, the applicant may contact the nodal officer of Sports & Youth Services Department for this EOI process.
  - 3.7. No extension of time shall be granted to any applicant for submission of its EOI on the ground that the applicant did not obtain the complete set of the EOI document.
  - 3.8. Sports & Youth Services Department may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in the EOI documents at any time during the EOI process. All such changes shall be uploaded on the website of Sports & Youth Services Department (<https://department.sportsodisha.gov.in/tender.php>). However, there shall be no further newspaper advertisement with respect to the EOI process. Hence applicants should regularly visit the above mentioned website and keep themselves updated on the EOI process and any communication made in relation to the EOI process.
  - 3.9. The applicants or any third party may not object to such changes / modifications / additions / alterations explicitly or implicitly.
  - 3.10. Sports & Youth Services Department reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the EOI responses at any stage of the EOI process without assigning any reasons. Further Sports & Youth Services Department reserves the right to annul the EOI process and / or to reject any or all EOI responses at any stage prior to the issue of the NIT without thereby incurring any liability to the affected applicants or any obligation to inform the affected applicants of the grounds for Sports & Youth Services Department's action. The decision of Sports & Youth Services Department shall be final and binding in this regard.
  - 3.11. Applicants shall not make any public announcements with respect to the EOI process or the EOI document. Public announcements, if any, are to be made with respect to the EOI process or this EOI shall be made exclusively by Sports & Youth Services Department. Any breach by an applicant in this regard shall be deemed to be in non-compliance with the terms and conditions of this EOI and shall render the EOI response liable for rejection. Sports & Youth Services Department's decision in this regard shall be final and binding on the applicant.
  - 3.12. The applicant shall bear all its costs associated with or relating to the preparation and submission of its EOI response including but not limited to preparation, copying,



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postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Sports & Youth Services Department, attending the “meeting with interested agencies” & site visit or any other costs incurred in connection with or relating to its EOI response. All such costs and expenses will remain with the applicant and Sports & Youth Services Department shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any applicant in preparation or submission of its EOI response, regardless of the conduct or outcome of the EOI process.

- 3.13. By responding to the EOI, the applicant shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the EOI. The applicant hereby expressly waives any and all claims in respect thereof.



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## 4 List of Abbreviations

CEO	Chief Executive Officer
DD	Demand Draft
EMD	Earnest Money Deposit
EOI	Expression of Interest
FY	Financial Year
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
IT	Income Tax
LLP	Limited Liability Partnership
MD	Managing Director
MSE	Micro and Small Enterprise
MSME	Micro, Small & Medium Enterprise
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
PAN	Permanent Account Number
PSU	Public Sector Undertaking
RFP	Request For Proposal
PE	Physical Education



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## 5 Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

- 5.1. **“Applicable Laws”** mean all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of courts, tribunals, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any Authority and applicable to either Sports & Youth Services Department or to the applicants;
- 5.2. **“Applicant”/ “applicant” / “agency”** shall be a (i) single corporate entity, incorporated under The Indian Companies Act 1956 or 2013, in existence at least 5 (five) years prior to EOI due date; or (ii) a LLP firm registered under Limited Liability Partnership Act, 2008 and in existence at least 5 (five) years prior to EOI due date; or (iii) a registered partnership firm registered under the provisions of Indian Partnership Act, 1932 and in existence at least 5 (five) years prior to EOI due date; (iv) a sole proprietorship in operation for at least 5 (five) years prior to EOI due date and (v) Trust registered under the Indian Trust Act and in existence at least 5 (five) years prior to EOI due date;
- 5.3. **“Authority”** shall mean the Sports & Youth Services Department or its authorized representatives who have invited EOI responses from competent and interested parties for empanelment under the Sports & Youth Services Department for Running Sports Coaching Programs and Managing Sports Infrastructure ;
- 5.4. **"Authorized Signatory"** means the designated person of each agency authorized to represent the agency in all matters pertaining to its EOI response. The designated person should hold the Power of Attorney duly authorizing him/ her to perform all tasks including but not limited to sign and submit the EOI response to participate in all stages of the EOI Process, to conduct correspondence for and on behalf of the agency, and to execute any document required to give effect to the outcome of the EOI Process;
- 5.5. **“EOI document” or “EOI”** means the documents issued by Sports & Youth Services Department vide EOI No. [●] dated 10.08.2019 for Expression of Interest (EOI) for Empanelment of Agencies for Running Sports Coaching Programs and Managing Sports Infrastructure and shall include any modifications, amendments/corrigenda or alterations or clarification thereto. The documents are as follows:
  - (i) This document



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- (ii) Any corrigendum (a)/ addendum (a) and clarification(s) to the EOI document issued by Sports & Youth Services Department subsequent to the issue of the EOI document will also be considered an integral part of the EOI document. Any reference to the EOI document shall include such corrigendum(a)/ addendum(a) and clarification(s);
- 5.6. **“EOI due date”** shall mean the last date and time for submission of EOI responses, as mentioned in the EOI Schedule hereof;
- 5.7. **“EOI Evaluation Committee”** shall mean the committee of officers of Sports & Youth Services Department and their advisors and consultants of Sports & Youth Services Department, as may be selected /nominated by the competent authority of Sports & Youth Services Department;
- 5.8. **“EOI process”** shall mean the process governing the submission and evaluation of the EOI responses as set out in Section 8 of this EOI;
- 5.9. **“EOI response”** shall mean the documents submitted by an applicant pursuant to this EOI, including any additional information/clarifications required/ sought by Sports & Youth Services Department;
- 5.10. **“EOI Validity Period”** shall mean a period of 120 (one hundred and twenty) days from the EOI due date or such extended period as may be proposed by Sports & Youth Services Department to the applicants;
- 5.11. **“Financial Year”** means the 12 months starting from 1<sup>st</sup> April and ending on 31<sup>st</sup> March;
- 5.12. **“Net Worth”** shall have the same meaning as given in the Companies Act, 2013;
- 5.13. **“Quarter”** shall mean a 03 (three) consecutive months period commencing on 1<sup>st</sup> April, 1<sup>st</sup> July, 1<sup>st</sup> October or 1<sup>st</sup> January of a Financial Year;
- 5.14. **“Sports & Youth Services Department” / “DSYS”** shall mean the Sports & Youth Services Department, having its registered office at, C-1, Nayapalli, Bhubaneswar, Odisha - 751 012 and shall include its successor and assignees or its representatives;
- 5.15. **“Sports Projects”** shall encompass projects related to organizing actual sports competitions (should not be limited to only ancillary activities such as branding, promotion, ticketing, accreditation, etc.), conducting training & coaching in sports



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disciplines, conducting sports talent scouting programs, managing sports infrastructure (brownfield and greenfield) and providing sports advisory services;

5.16. **“Turnover”** shall have the same meaning as given in the Companies Act, 2013;



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## 6 Introduction

### 6.1. EOI Issuing Authority:

This EOI is being issued by the Sports & Youth Services Department (DSYS), Government of Odisha for inviting expression of interest from interested/eligible agencies for empanelment. The decision of DSYS with regard to the short-listing of agencies through this EOI shall be final and DSYS reserves the right to reject any or all the applications without assigning any reason whatsoever, and no agency shall object/protest/demur/challenge the said decision of DSYS in any manner whatsoever and no solicitation in this regard shall be entertained by DSYS.



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## 7 Scope of Work

### 7.1 Objectives of this Expression of Interest (EOI)

The objective of this EOI is to solicit applications from the eligible (qualifying eligibility norms as per this EOI) agencies for empanelment as Agencies for Running Sports Coaching Programs and Managing Sports Infrastructure within the state of Odisha such as sports hostels, stadiums, swimming pools, multi-sports complexes, mini-stadiums, indoor halls, etc. The scope of work includes but is not limited to the following:

- (i) Running coaching programs in various sports disciplines
- (ii) Operations & Maintenance of the facility (such as general administration, security management, housekeeping, maintenance of the infrastructure and equipment, first-aid, etc.)
- (iii) Lodging and Boarding management (in case of Sports Hostels)

The above activities may also be required to be carried out in places other than those owned by the Sports & Youth Services Department – for example schools, colleges, community playing fields, etc.

For avoidance of doubt, any upgradation or major rectification or repairs or reconstruction or replacement in the Sports Infrastructure / Facilities that may arise during the Contract period (as shall be specified in RFP) shall be carried out by the Sports & Youth Services Department at its own expenses.

7.2 The agencies which are empaneled through this process will be eligible to participate in projects for which specific RFPs will be released by DSYS from time to time for end-to-end management of Sports Infrastructure within the state of Odisha. The EOI intends to bring out the details with respect to scope of services that are deemed necessary in the opinion of DSYS to share with the interested/eligible agencies.

7.3 The tenure of the empanelment shall be for maximum 3 (three) years.

7.4 For each RFP, the agency shall be chosen from amongst the empaneled agencies as per the terms and conditions of the RFP.

7.5 In case of insufficient responses to any enquiry sent by the Sports & Youth Services Department, the Department reserves the right to float a fresh open tender enquiry.

7.6 The Department reserves the right to float regular EOIs to empanel additional agencies.





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7.7 The Sports Infrastructure / Facilities where requirement may come for deployment of agency are as follows:

7.7.1 Illustrative Sports Infrastructure / Facilities:

- (i) Sports hostels
- (ii) Stadiums
- (iii) Swimming pools
- (iv) Multi-sports complexes
- (v) Mini-stadiums
- (vi) Indoor halls

The above list is illustrative.

7.7.2 Illustrative Job Responsibility of the Agencies

- (i) Running coaching programs in various sports disciplines
- (ii) General administration in the facility
- (iii) Security management
- (iv) Housekeeping
- (v) Maintenance of the infrastructure and equipment
- (vi) Lodging and Boarding management

The above list is illustrative. However, it may be noted that the selected agency shall be responsible for end-to-end management of Sports Infrastructure / Facility. Details of the requirement shall be mentioned in the RFP as would be released by DSYS from time to time.

7.7.3 Qualification of the deployed manpower

Details of the requirement shall be mentioned in the RFP as would be released by DSYS from time to time.

7.7.4 Sub-letting

The agency is not allowed to subcontract, outsource, sub-let the critical function of running the coaching programs in various sports disciplines to any third party. For other functions, sub-letting shall be allowed only upon prior approval from Sports & Youth Services Department.

7.8 Location of the work: The location of the work shall be at various districts within the state of Odisha.



## 8 Instruction to Agencies

- 8.1 The tender documents shall be available on the website of Sports & Youth Services Department, Government of Odisha (<https://department.sportsodisha.gov.in/tender.php>). There shall be no sale of hard copies of the tender documents. EOIs can be accessed by the prospective agencies at the above website and may be downloaded by them.
- 8.2 The EOI responses are to be submitted in one cover bearing the caption **“Empanelment of Agencies for Running Sports Coaching Programs and Managing Sports Infrastructure”**. The name of the agency as well as the communication address, mobile number and e-mail of Authorized Signatory of the agency shall be typed on the cover. The cover containing the documents shall be submitted at the office of the Sports & Youth Services Department (address provided in the Data Sheet) on or before the EOI due date. The EOI response should reach the Sports & Youth Services Department on or before the EOI due date either by Courier/ Speed post/ Registered Post only.
- 8.3 The Authorized Signatory of the agency should be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the EOI response and to participate in the EOI process on behalf of the agency. The format for the Power of Attorney is given in Annexure 2 of this tender document. Each page of all documents submitted as part of the EOI Response should be initialed by the Authorized Signatory of the agency.
- 8.4 Eligibility criteria for empanelment:

The agencies participating in this tender should fulfill the following criteria:

Sl. No.	Eligibility Criteria	Required Documents
1.	<p>The agency should be either</p> <p>a) a Company (Private or Public) or</p> <p>b) a Limited Liability Partnership (“LLP”) firm or</p> <p>c) a registered partnership firm or</p> <p>d) a sole proprietorship or</p> <p>e) a Trust</p> <p>The agency should be in existence and in operation for at least 5 (years) years prior to the date of issuance of the EOI due date</p>	<p>a) Company (Private or Public)</p> <ul style="list-style-type: none"><li>• Copy of Certificate of Incorporation</li><li>• Copy of Memorandum of Association of the Company</li><li>• Articles of Association of the Company</li></ul> <p>b) Limited Liability Partnership (“LLP”) firm</p> <ul style="list-style-type: none"><li>• Copy of Certificate of Incorporation</li><li>• Copy of Deed of Partnership</li></ul> <p>c) Registered partnership firm</p> <ul style="list-style-type: none"><li>• Copy of Registration certificate</li></ul>



		<ul style="list-style-type: none"> <li>• Copy of Deed of Partnership</li> </ul> <p>d) Sole proprietorship</p> <ul style="list-style-type: none"> <li>• Identity Proof</li> </ul> <p>e) a Trust</p> <ul style="list-style-type: none"> <li>• Registration certificate from the Registrar of the state,</li> <li>• Registered Trust Deed</li> </ul>
2.	<p>The agency must be running: at least 1 (one) independent Sports coaching program/ sports academy (residential) in India with a strength of 30 cadets/trainees as on EOI due date.</p> <p>OR</p> <p>at least 3 (three) independent Sports coaching programs/sports academies (residential / non-residential) in India with a cumulative strength of 100 cadets/trainees as on EOI due date.</p> <p>(The count towards cadets/trainees that are part of integrated school curriculum sports/PE programs will not be considered as part of the count of 100 cadets/trainees)</p>	<p>a) In case of owner</p> <ul style="list-style-type: none"> <li>• Certificate from statutory auditor</li> </ul> <p>b) In case of contractor</p> <ul style="list-style-type: none"> <li>• Certificate from the client certifying the details of coaching programs / academies and strength of cadets / trainees</li> </ul>
3.	<p>The agency should have a minimum strength of 25 staff on its payroll</p>	<ul style="list-style-type: none"> <li>• Certificate from statutory auditor</li> </ul>
4.	<p><b><u>For Company (Private or Public) or LLP firm or registered partnership firm or a sole proprietorship</u></b> Average Annual Turnover from services relevant to sports industry during the last three (3) Financial Years ending on 31<sup>st</sup> March should be at least INR 1 crore</p> <p>OR</p> <p><b><u>For Trust</u></b> Average Expenditure on Sports related activities during the last three (3) Financial Years ending on 31<sup>st</sup> March should be at least INR 1 crore</p>	<p><b><u>For Company (Private or Public) or LLP firm or registered partnership firm or a sole proprietorship</u></b></p> <ul style="list-style-type: none"> <li>• Audited Balance sheet and Profit &amp; Loss statement, along with a certificate from the statutory auditor, certifying the annual turnover of the agency from services relevant to sports industry</li> <li>• In case of non-availability of audited financial statements of the last Financial Year, the agency shall submit the provisional copy of the same certified by its statutory auditors</li> </ul> <p>OR</p>



	(The applicable Financial Years are FY2016-17, FY2017-18 and FY2018-19)	<p><b><u>For Trust</u></b></p> <ul style="list-style-type: none"> <li>• Audited financial statements, along with a certificate from the statutory auditor, certifying the annual expenditure of the Trust on Sports related activities</li> <li>• In case of non-availability of audited financial statements of the last Financial Year, the Trust shall submit the provisional copy of the same certified by its statutory auditors</li> </ul>
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8.4.1 Other criteria: The agency shall also meet the following criteria:

- i) **Tender participation in the form of a consortium is not allowed.**
- ii) Tax related: The agency shall have valid PAN, TAN, GSTIN in its name and documents in support of the same should be submitted by an agency as part of its EOI response. The agency shall submit the copy of income tax return submitted to the Income Tax Authority for the last 3 (three) Assessment years – the applicable Assessment Years are FY2017-18, FY2018-19 and FY2019-20.
- iii) The agency should not have been blacklisted from participation in services relevant to sports industry as on EOI due date. The agency shall furnish an undertaking to this effect in the format specified in Annexure 3 of this RFP.

## 8.5 EOI Processing Fee

8.5.1 A non-refundable processing fee of INR 2,000 (Two Thousand only) & refundable Security Deposit of INR 1,00,000 (One Lakh only) in the form of **Demand Draft** drawn in favour of the Deputy Secretary to Government, Sports & Youth Services Department, Government of Odisha has to be submitted along with the EOI response.

8.5.2 Applications received without required “EOI Processing Fee” will not be considered for evaluation

8.5.3 Security Deposit:

- (i) Security Deposit as mentioned above shall be in the form of Demand Draft.



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- (ii) For agencies who are not technically qualified, their Security Deposit shall be returned within 15 (fifteen) days from the date of announcement of empaneled agencies.
  - (iii) The Security Deposit of the empaneled agencies shall be kept till the completion of the entire empanelment period of 3 (three) years.
  - (iv) In case of cancellation of the EOI tender before opening of EOI responses, the Security Deposit shall be refunded within 15 (fifteen) days from the date of cancellation.
  - (v) The agencies, who are exempted to deposit the Security Deposit amount due to any exemption granted by Central/State Govt., are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the physical submission of the cover.
  - (vi) The Security Deposit shall be forfeited and appropriated by Authority as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, time, cost and effort of Authority without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise, under the following conditions:
    - Application is withdrawn during the EOI validity period;
    - if an agency engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice.

8.6 EOI validity period: The EOI response shall initially remain valid and binding on the agency for at least 120 (one hundred and twenty) days from the EOI due date, as given in the Data Sheet and Schedule for the Tender. Any EOI response with a shorter validity period shall be rejected by Sports & Youth Services Department. Under exceptional circumstances, Sports & Youth Services Department may in writing request the agencies to extend the EOI validity period of their EOI responses. An agency may refuse the request of Sports & Youth Services Department to extend their EOI response, without forfeiture of its Security Deposit and the Security Deposit of such agency will be returned to the concerned agency. However, such EOI responses will not be evaluated further.

8.7 Issue of corrigendum / amendment: At any time prior to the EOI due date, Sports & Youth Services Department may at its own initiative or in response to a query or clarification requested by a prospective agency, issue corrigendum/ amendment to the tender documents, which shall be freely available for download on the website of Sports & Youth Services Department, Government of Odisha (<https://department.sportsodisha.gov.in/tender.php>) and the same shall also be considered to be part of the tender documents. In order to give agencies a reasonable amount of time to take into account such corrigendum / amendment,



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Sports & Youth Services Department may at its own discretion also extend the EOI due date.

**8.8 Acknowledgement by the agency:**

It shall be deemed that by submitting its EOI response, the agency has:

- i) received all relevant information requested from Sports & Youth Services Department;
- ii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of Sports & Youth Services Department relating to any of the matters related to this tender or otherwise;
- iii) satisfied itself about the scope of empanelment services being followed by Sports & Youth Services Department, to be delivered and the extant conditions and all matters, things and information necessary and required for submitting an informed EOI response;
- iv) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the EOI documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Sports & Youth Services Department;
- v) agreed to be bound by the undertakings provided by it under and in terms; and Sports & Youth Services Department shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender documents or the EOI process, including any error or mistake therein or in any information or data given by Sports & Youth Services Department.

**8.9 Right to accept or reject any/ all EOI responses:** Notwithstanding anything contained in the tender documents, Sports & Youth Services Department reserves the right to accept or reject any EOI response and to annul the EOI process and reject all EOI responses, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. Sports & Youth Services Department reserves the right to reject any EOI response if at any time, a material misrepresentation is made or uncovered, or the agency does not provide, within the time specified by Sports & Youth Services Department.

**8.10 Language of the EOI Response:** The EOI response and all related correspondence and documents in relation to the EOI process shall be in the English language. Supporting documents and printed literature furnished by the agency with the EOI response may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified



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by the agency. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the EOI response, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.

8.11 EOI response to be submitted by agencies: The EOI response to be submitted by agencies shall consist of the following.

- i) Cover letter in the format specified in Annexure 1 of this EOI;
- ii) Power of Attorney (as per the format given in Annexure 2) in favour of the Authorized Signatory of the agency. Please refer to Clause 8.3 for further details
- iii) Demand Draft for payment of EOI Processing Fee; the EOI Processing Fee consists of both non-refundable processing fee & refundable Security Deposit; in case of local micro & small enterprise agency who are exempted from submission of Security Deposit, the agency should submit a copy of their latest and current valid registration certificate as well as relevant documentary evidence regarding their exemption from payment of Security Deposit. Please refer to Clause 8.5 for further details.
- iv) Documents towards fulfillment of eligibility criteria: Please refer to Clause 8.4 and Sub Clause 8.4.1 for further details of documents to be submitted in this regard.
- v) Documents related to the experience, credentials and personal of the agency as required for determining the Technical Score,  $T_s$  of the agency – please see Clause 8.21.
- vi) Affidavit as per the format set forth in Annexure 3 of this EOI
- vii) EOI response checklist as per Annexure 4

8.12 Material deviation

Material deviations in the EOI responses received shall include, *inter alia*, the following:

- i) The EOI response is not in accordance with the formats given in this EOI.



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- ii) The EOI response is not accompanied by all the documents required to be submitted in terms of this EOI document.
  - iii) It does not contain all the information (complete in all respects) as requested in this EOI document (in the requisite formats specified);
  - iv) The EOI response is not accompanied by documentary evidence of the credentials of the applicant.
  - v) The EOI response is not valid for the minimum validity period of 120 (one hundred and twenty) days from the EOI due date or from the extended date, if any.
  - vi) It is otherwise material deviations in terms hereof.

8.13 Opening of EOI responses: The EOI responses shall be opened as per the schedule indicated in the EOI Schedule. The EOI responses shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the EOI response is generally in order. It will be determined whether the EOI response is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive EOI response is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in Clause 8.12), objections, conditional or reservations.

8.14 A EOI response which is not substantially responsive, may be rejected by Sports & Youth Services Department, and may subsequently be made responsive by the agency by correction of the material deviations, as defined in Clause 8.12. The responsive EOI responses shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Clause 8.4) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 8.11.

8.15 Sports & Youth Services Department may waive any non-conformity in the EOI response that does not constitute a material deviation, reservation or omission. Sports & Youth Services Department may request the Agency to submit information or documentation, to rectify non-material nonconformities in the EOI response related to documentation requirements. Failure of the Agency to comply with the request of Sports & Youth Services Department may result in the rejection of its EOI response. Sports & Youth Services Department, however, is not bound to waive such non-conformity under this Clause.





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- 8.16 If required, Sports & Youth Services Department may ask agencies to provide clarifications on their EOI response or provide shortfall documents. The request for clarification and the response shall be in writing.
- 8.17 Evaluation of EOI responses: The EOI responses received by Sports & Youth Services Department, shall first be evaluated by Sports & Youth Services Department to check if they meet the below requirements:
- i) whether the EOI response has been properly signed by the Authorized Signatory of the agency;
  - ii) whether the EOI response is accompanied by the required Security Deposit or proof of exemption thereof;
  - iii) whether the agency has quoted the EOI validity which is not shorter than the required EOI validity period;
  - iv) whether the agency is qualifying as per the eligibility criteria for agencies, as per Clause 8.4; and
  - v) Whether the EOI response is unconditional.

The EOI responses which fulfill the above criteria shall be evaluated further in accordance with the scoring criteria given in Clause 8.21 and a Technical Score,  $T_s$ , shall be assigned to each such EOI response. EOI responses which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be technically qualified EOI responses. EOI responses which fulfill the above criteria and which receive a score of **80 (eighty) or higher out of 100** shall be considered to be technically qualified EOI responses. Accordingly, the list of technically qualified agencies shall be prepared.

- 8.18 Empanelment of agencies: After completion of the evaluation of the EOI responses, the Sports & Youth Services Department shall recommend the technically qualified agencies for empanelment and Letter shall be sent to successful agencies for empanelment.
- 8.19 All agencies who are technically qualified shall be empaneled by Sports & Youth Services Department.
- 8.20 Issue of notification of empanelment: The empaneled agencies shall be issued a formal order of empanelment, which they shall have to be acknowledge within a period of 7 (seven) days. Failure to do so may lead to forfeiture of the Security Deposit.



8.21 Technical scoring criteria: The scoring criteria for computation of the Technical Score,  $T_s$  is specified below:

Sl. No.	Criteria	Max. score	Marking Scheme	Documents to be submitted in the EOI response	Other Requirements
<b>1</b>	<b>Technical Strength</b>	<b>30</b>			
1A	In the last 5 (five) years from the EOI due date, the agency should have undertaken and completed Sports Projects in India/globally of contract value INR 25 Lakh or above	12	<ul style="list-style-type: none"> <li>4 marks for every relevant Sports project up to a maximum of 12 marks</li> </ul>	Documents related to these projects along with scope of work (Work order or completion certificates with Work order value should be submitted as part of the eligible projects)	
1B	<p>The agency must be running: at least 1 (one) independent Sports coaching program/ sports academy (residential) in India with a strength of 30 cadets/trainees as on EOI due date.</p> <p>OR</p> <p>at least 3 (three) independent Sports coaching programs/sports academies (residential / non-residential) in India with a cumulative strength of 100 cadets/trainees as on EOI due date. (The count towards cadets/trainees that are part of integrated school curriculum sports/PE programs will not be considered as part of the count of 100 cadets/trainees)</p>	18	<ul style="list-style-type: none"> <li>9 marks – for 1 independent Sports coaching program/ sports academy (residential) OR for 3 independent Sports coaching programs/sports academies (non-residential)</li> <li>3 marks for each additional sports coaching program/sports academy up to a maximum of 9 marks, subject to the residential sports coaching program/sports academy having at least 20 cadets/trainees and the non-residential sports coaching program/sports</li> </ul>	<p>In case of owner</p> <ul style="list-style-type: none"> <li>Certificate from statutory auditor</li> </ul> <p>In case of contractor</p> <ul style="list-style-type: none"> <li>Certificate from the client certifying the details of coaching programs / academies and strength of cadets / trainees</li> </ul>	

Sl. No.	Criteria	Max. score	Marking Scheme	Documents to be submitted in the EOI response	Other Requirements
			academy having at least 40 cadets/trainees		
<b>2</b>	<b>Relevant experience of the key managerial staff</b>	<b>10</b>			
2A	Position - Chairman/ Managing Director/ CEO or equivalent	6	10 years of experience relevant to sports industry – 3 marks  More than 10 years of relevant experience – max 3 marks (1 mark for each year of additional experience)	CV as per the format given in Annexure 5 – should be signed by the authorized signatory of the agency	The proposed professional should be on the payroll of the agency
2B	Position - Operations Head/ COO or equivalent	4	6 years of experience relevant to sports industry – 2 marks  More than 6 years of relevant experience – max 2 marks (1 mark for each year of additional experience)	CV as per the format given in Annexure 5 – should be signed by the authorized signatory of the agency	The proposed professional should be on the payroll of the agency and shall be different individual from the one mentioned in 2A
<b>3</b>	<b>Financial Strength</b>	<b>20</b>			
3A	<b><u>For Company (Private or Public) or LLP firm or registered partnership firm or a sole proprietorship</u></b> Average Annual Turnover from services relevant to sports industry during the last three (3) Financial Years ending on 31 <sup>st</sup> March should be at least INR 1 crore	20	>= 1 and <2 crore: 10 marks >=2 crore and <3 crore: 15 marks >=3 crore: 20 marks	<b><u>For Company (Private or Public) or LLP firm or registered partnership firm or a sole proprietorship</u></b> • Audited Balance sheet and Profit & Loss statement, along with a certificate from the statutory auditor, certifying the	

Sl. No.	Criteria	Max. score	Marking Scheme	Documents to be submitted in the EOI response	Other Requirements
	<p>OR</p> <p><b><u>For Trust</u></b> Average Expenditure on Sports related activities during the last three (3) Financial Years ending on 31st March should be at least INR 1 crore</p> <p>(The applicable Financial Years are FY2016-17, FY2017-18 and FY2018-19)</p>			<p>annual turnover of the agency from services relevant to sports industry</p> <ul style="list-style-type: none"> <li>In case of non-availability of audited financial statements of the last Financial Year, the agency shall submit the provisional copy of the same certified by its statutory auditors</li> </ul> <p>OR</p> <p><b><u>For Trust</u></b></p> <ul style="list-style-type: none"> <li>Audited financial statements, along with a certificate from the statutory auditor, certifying the annual expenditure of the Trust on Sports related activities</li> <li>In case of non-availability of audited financial statements of the last Financial Year, the Trust shall submit the provisional copy of the same certified by its statutory auditors</li> </ul>	
<b>4</b>	<b>Presentation</b>	<b>30</b>			
4A	Technical Presentation on:	30		Agencies will be called to make a	The eligible agencies shall

Sl. No.	Criteria	Max. score	Marking Scheme	Documents to be submitted in the EOI response	Other Requirements
	a) Agency's suitability in context of the Project (Case Studies) b) Agency's understanding of the state needs and requirements c) Faculty/Coaches experience d) Agency's approach & methodology towards optimal utilization of sports infrastructure b) Agency's track record, Awards/Rewards			presentation to Sports & Youth Services Department.	be requested to make a presentation on their proposal to DSYS. DSYS may also ask to arrange interaction with senior officials of the agency.
5	<b>Report on Field Visit by the Department</b>	<b>10</b>			
	<b>Technical Score, T<sub>s</sub></b>	<b>100</b>			

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## 9 Termination of Empaneled agencies

### 9.1 Termination by Sports & Youth Services Department

Sports & Youth Services Department reserves the right to suspend any of the Services and/or terminate the empanelment in the following circumstances by giving 30 days' notice in writing:

- Agency becomes the subject of bankruptcy, insolvency, winding up, receivership proceedings or
- If the performance of the agency is found to be non-satisfactory as per the terms and conditions laid down in the RFP;
- If the agency resorts to unfair practices;
- If the agency provides false information consciously;
- If Sports & Youth Services Department, in its sole discretion and for any reason whatsoever, decides to terminate the empanelment.

The agency shall be given a warning in writing, and asked to improve its performance. If the performance is not improved within 30 days, Sports & Youth Services Department may terminate the empanelment after serving a 30 days written notice for termination of empanelment.



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## 10 Additional Information to agencies

- 10.1 Dispute Resolution: Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender between Sports & Youth Services Department and the agency, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this tender promptly, equitably and in good faith. In the event of any dispute between the parties, it is agreed that a discussion shall be held between the agency and Sports & Youth Services Department within 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute shall be decided by the civil court of competent jurisdiction at Bhubaneswar within the period as specified under the Law of Limitation.
- 10.2 Governing law and jurisdiction: This tender shall be construed and interpreted in accordance with and governed by the laws of India, the courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this tender.

### 10.3 **Blacklisting:**

Blacklisting of a business concern/entity or supplier may be resorted to in following cases:-

- (i) If the Proprietor or Partner or Director of the business concern/entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- (ii) If security consideration of the state i.e. any action that jeopardize the security of the State.
- (iii) If there is justification for believing that the Proprietor or Partner or Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.
- (iv) If the business concern/entity refuses / fails to return the Sports & Youth Services Department's dues without adequate cause;
- (v) If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.



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- (vi) If the business concern/entity is a concern/entity evader of Central / State taxes / duties for which Sports & Youth Services Department has received notice from the concerned department of Central / State Govt.
  - (vii) If submission of false/fabricated/forged documents for consideration of a tender.

#### 10.4 **Corrupt or Fraudulent Practices**

10.4.1 Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the EOI and NIT process. Notwithstanding anything to the contrary contained herein, DSYS may reject an EOI response without being liable in any manner whatsoever to the applicant if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, collusive bidding or bid rigging in the EOI process.

10.4.2 Without prejudice to the rights of DSYS under Clause 10.4.1 herein above, if an applicant is found by DSYS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or collusive bidding or bid rigging during the EOI process, such an applicant shall not be eligible to participate in any EOI/tender/NIT/ RFP issued by DSYS during a period of 2 (two) years from the date on which such applicant is found by DSYS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or restrictive practice, as the case may be. DSYS shall also take remedial measures against such applicant available to it under the provisions of the Competition Act, 2002 in case of collusive bidding or bid rigging.

10.4.3 For the purposes of this Clause 10.4, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the EOI process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of DSYS who is or has been associated in any manner, directly or indirectly, with the EOI process or has dealt with matters concerning the EOI or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DSYS, shall be deemed to constitute influencing the actions of a person connected with





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- the EOI process); or (ii) engaging in any manner whatsoever, whether during the EOI process or afterwards, as the case may be, any person in respect of any matter relating to the project or the EOI, who at any time has been or is a legal, financial or technical adviser of DSYS in relation to any matter concerning the Project;
- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the EOI process;
  - c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the EOI process;
  - d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by DSYS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the EOI process; or (ii) having a Conflict of Interest as defined in Clause 10.5;
  - e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among applicants with the objective of restricting or manipulating a full and fair competition in the EOI process; and
  - f) **“collusive bidding”** or **“bid rigging”** means any agreement, between enterprises or persons engaged in identical or similar production or trading of goods or provision of services, which has the effect of eliminating or reducing competition for EOIs or adversely affecting or manipulating the process for bidding.

## 10.5 Conflict of Interest

An agency shall not have a conflict of interest (the **“Conflict of Interest”**) that affects the EOI Process. An agency found to have a Conflict of Interest shall be disqualified. An agency shall be deemed to have a Conflict of Interest affecting the EOI Process, if:

- i) An agency shall be liable for disqualification if any legal, financial or technical adviser of Sports & Youth Services Department in relation to this project is engaged by the agency (or any subsidiary/ subsidiaries and/or holding company and/or the subsidiary/ subsidiaries of its holding company, as the case may be) in any manner, during the EOI Process.



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## Annexure 1: Format for Covering Letter

(To be submitted on the letterhead of the agency)

Letter No. [●]

Dated: [●]

From

Applicant's/ Name and Address

Details of Authorized Signatory

Name :

Designation :

Telephone No.:

Mobile No. :

Fax No. :

E-mail :

To

Director-cum-Addl. Secretary,  
Sports & Youth Services Department,  
C-1, Nayapalli,  
Bhubaneswar- 751 012, Odisha

Dear Sir,

**Subject: Submission of EOI response for Empanelment of Agencies for Running Sports Coaching Programs and Managing Sports Infrastructure**

1. With reference to your EOI No. [●] dated 10.08.2019, we have examined the EOI document, and understood their contents and hereby submit our EOI response for Empanelment of Agencies for Running Sports Coaching Programs and Managing Sports Infrastructure. Our EOI response is unconditional and unqualified. We are submitting our EOI response as part of the requirements of the EOI process.
2. {We, [●] being a company duly incorporated under the {Companies Act, 1956/Companies Act, 2013} and having its registered office at [●], India (hereinafter referred to as the "applicant") are hereby submitting our EOI response as a single applicant

**OR**



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We, [●] being a LLP duly incorporated under the Limited Liability Partnership Act, 2008 and having its registered office at [●], India (hereinafter referred to as the “applicant”) are hereby submitting our EOI response as a single applicant

**OR**

We, [●] being a registered partnership firm duly incorporated under the Indian Partnership Act, 1932 and having its registered office at [●], India (hereinafter referred to as the “applicant”) are hereby submitting our EOI response as a single applicant

**OR**

We, [●] being a sole proprietor and having its registered office at [●], India (hereinafter referred to as the “applicant”) are hereby submitting our EOI response as a single applicant

**OR**

We, [●] being a Trust duly incorporated under the Indian Trust Act and having its registered office at [●], India (hereinafter referred to as the “applicant”) are hereby submitting our EOI response as a single applicant

3. We acknowledge that Sports & Youth Services Department will be relying on the information provided in the EOI document and the documents accompanying the EOI response and we certify that all information provided in the EOI response are true and correct; nothing has been omitted which renders such information misleading or suppression of material facts; and all documents accompanying the EOI response are true and authenticated copies of their respective originals.
4. This EOI response is being submitted for the express purpose of our participation in the EOI process for Empanelment of Agencies for Running Sports Coaching Programs and Managing Sports Infrastructure.
5. We shall make available to Sports & Youth Services Department any additional information it may find necessary or require to supplement or authenticate our EOI response.
6. We acknowledge the right of Sports & Youth Services Department to reject our EOI response without assigning any reason or otherwise and hereby waive, to the fullest



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extent permitted by the Applicable Laws, my/our right to challenge the same on any account whatsoever.

7. We certify that in the last 3 (three) years, we have neither failed to perform or execute any contract, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on my/our part for any reason whatsoever.
8. We declare that:
  - a. We are duly organized, validly existing and in good standing under the prevalent laws of Government of India and Government of Odisha;
  - b. We have full power and authority to execute, deliver and perform its obligations under this EOI and to carry out the transactions contemplated hereby;
  - c. We have financial standing and capacity to undertake the Project;
  - d. We undertake that the EOI is subject to the laws of India and we expressly and irrevocably waive any immunity in any jurisdiction in respect thereof;
  - e. We declare that there are no actions, suits/proceedings, enquires/investigations pending against us that will materially affect our performance under this EOI, to the best of our knowledge;
  - f. We further declare that we have no knowledge of any violation or default with respect of any order, writ, injunction or any decree of any court or any legal binding order of any government agency or of any public sector utility, tribunal or forum which may result impairment of the performance of the obligations and duties, if selected;
  - g. We have examined and have no reservations to the EOI document, including any corrigendum/ addendum issued by Sports & Youth Services Department;
  - h. We do not have any conflict of interest in accordance with this EOI;
  - i. We have not directly or indirectly or through an agent or surrogate engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 10.4 of the EOI, in respect of any tender or request for proposal issued by or any agreement entered into with DSYS or any other public sector enterprise or any government, Central or State; and
  - j. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 10.4 of the EOI document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.



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9. We understand that DSYS may cancel the EOI process at any time and that DSYS is neither bound to accept any EOI response that DSYS may receive nor to issue the NIT to the applicants, without incurring any liability to the applicants, in accordance with terms & conditions of the EOI document.
  10. We declare that we or our related parties are not another applicant/ or submitting an EOI response for empanelment of sports agencies.
  11. We certify that in regard to matters other than security and integrity of the country, we/ or our related parties have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which is opposed to public policy.
  12. We further certify that in regard to matters relating to security and integrity of the country, we/ or our related parties have not been charge-sheeted by any Government or convicted by a court of law.
  13. We further certify that no investigation by a regulatory authority is pending either against us/ or against our CEO/MD/and or any of our directors/ managers/ employees. The same applies to our related parties also.
  14. We undertake that in case due to any change in facts furnished by us or circumstances pertaining to us during the EOI process, we are attracted by the provisions of disqualification in terms of the provisions of this EOI, we shall intimate DSYS of the same immediately.
  15. The EOI response submitted by us shall be valid for a minimum period of 120 (one hundred and twenty) days from the EOI due date or any extension thereof as obtained by DSYS.
  16. We further declare that by submitting this EOI response, we agree to be bound by the terms and conditions of the EOI document.

Thanking you,  
Yours faithfully,  
(Signature of Authorized Signatory)  
Name:  
Designation:  
Common Seal:  
Date:



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Place:



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## Annexure 2: Format for Power of Attorney

**(to be executed on INR 100 non judicial stamp paper and to be duly notarized)**

Known all men by these presents, we ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender against the EOI no. [●] dated 10.08.2019 published by Sports & Youth Services Department (DSYS) for the "Empanelment of Agencies for Running Sports Coaching Programs and Managing Sports Infrastructure", including but not limited to signing and submission of all applications, bids and other documents and writings,

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

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2019.

For

Witnesses

.....  
(Signature, name, designation and address)

1.

2.

Accepted

(Signature)  
(Name, Title and Address of the Attorney)



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## Annexure 3: Format for Affidavit

***(To be executed on stamp paper of appropriate value and duly notarized)***

BEFORE THE NOTARY PUBLIC

**AFFIDAVIT IN TERMS OF CLAUSE 8.3 of EOI [●] dated 10.08.2019 floated by Sports & Youth Services Department for Empanelment of Agencies for Running Sports Coaching Programs and Managing Sports Infrastructure**

I \_\_\_\_\_, aged about \_\_\_\_\_ years, son/daughter of \_\_\_\_\_ and a permanent resident of \_\_\_\_\_, \_\_\_\_\_, P.S. \_\_\_\_\_, district: \_\_\_\_\_ and now at present working as \_\_\_\_\_ in \_\_\_\_\_ do hereby solemnly affirm and state as follows:

1. I am the Authorized Signatory of \_\_\_\_\_ (name of the Agency) and have filed a Power of Attorney as per Clause 8.3 (Annexure 2) of the EOI No. \_\_\_\_\_ dated \_\_\_\_\_ floated by Sports & Youth Services Department for Empanelment of Agencies for Running Sports Coaching Programs and Managing Sports Infrastructure (the "EOI").
2. That I have been working under \_\_\_\_\_ (name of the agency) since \_\_\_\_\_ and am fully conversant and acquainted with all matters relating to the EOI.
3. That we hereby declare that in the last five years, reckoned from the EOI due date, in respect to any tender related to running Sports Coaching Programs and Managing Sports Infrastructure entered into with any Central / State Government or Public Sector Undertakings:
  - (a) our earnest money deposit or Bid Security or Performance Security has not been forfeited; or
  - (b) none of our contracts have been terminated/foreclosed on account of our default.
4. We have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to the business dealing with Government of India or any other government during the last five years.
5. We have not been blacklisted from participation in sports related services as on EOI due date.

OR

We have been blacklisted from participation in sports related services but such blacklisting is not valid as on EOI due date \*.

6. That this affidavit is required to be submitted in original as part of EOI response.
7. That the facts stated above are true to the best of my knowledge and belief.

Identified by

Advocate

Deponent

(Signature of the Authorized Signatory)

(Official Seal)





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Name:

Designation:

\* - As applicable



## Annexure 4: Check-list for the EOI response

**(to be enclosed with the EOI response)**

1. Name of the agency, postal address & registered Office:
2. Type of organization:
3. Contact name & designation of the Authorized Signatory of the agency & contact number:
4. Official email, phone, fax:
5. Official website:

Sl. No.	Documents to be submitted	Complied	Documents
1	Signed copy of this check-list – Annexure 4 - with stamp		
2	Cover letter – Annexure 1 (Ref: Clause 8.11)		
3	Power of Attorney – Annexure 2 (Ref: Clause 8.3)		
4	Demand Draft for payment of EOI Processing Fee (Ref: Clause 8.5)		
5	Documents in support of meeting the Eligibility Criteria - towards requirements of Clause 8.4		
5 i)	Entity proof -Refer Sl No. 1 in Clause 8.4 a) Company (Private or Public) <ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation</li> <li>• Copy of Memorandum of Association of the Company</li> <li>• Articles of Association of the Company</li> </ul> b) Limited Liability Partnership (“LLP”) firm <ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation</li> <li>• Copy of Deed of Partnership</li> </ul> c) Registered partnership firm <ul style="list-style-type: none"> <li>• Copy of Registration certificate</li> <li>• Copy of Deed of Partnership</li> </ul> d) Sole proprietorship <ul style="list-style-type: none"> <li>• Identity Proof</li> </ul> e) a Trust <ul style="list-style-type: none"> <li>• Registration certificate from the Registrar of the state,</li> <li>• Registered Trust Deed</li> </ul>		
5 ii)	Technical Experience - Refer Sl No. 2 in Clause 8.4 a) In case of owner <ul style="list-style-type: none"> <li>• Certificate from statutory auditor</li> </ul> b) In case of contractor <ul style="list-style-type: none"> <li>• Certificate from the client certifying the details of coaching programs / academies and strength of cadets / trainees</li> </ul>		
5 iii)	Minimum strength of 25 staff - Refer Sl No. 3 in Clause 8.4 <ul style="list-style-type: none"> <li>• Certificate from statutory auditor</li> </ul>		



5 iv)	<p>Meeting Turnover Criteria - Refer Sl No. 4 in Clause 8.4</p> <p><b><u>For Company (Private or Public) or LLP firm or registered partnership firm or a sole proprietorship</u></b></p> <ul style="list-style-type: none"> <li>Audited Balance sheet and Profit &amp; Loss statement, along with a certificate from the statutory auditor, certifying the annual turnover of the agency from services relevant to sports industry</li> <li>In case of non-availability of audited financial statements of the last Financial Year, the agency shall submit the provisional copy of the same certified by its statutory auditors</li> </ul> <p>OR</p> <p><b><u>For Trust</u></b></p> <ul style="list-style-type: none"> <li>Audited financial statements, along with a certificate from the statutory auditor, certifying the annual expenditure of the Trust on Sports related activities</li> <li>In case of non-availability of audited financial statements of the last Financial Year, the Trust shall submit the provisional copy of the same certified by its statutory auditors</li> </ul>		
6	Documents in support of meeting the other criteria specified as part of the eligibility criteria - towards requirements of Clause 8.4.1.		
6 i)	Copy of PAN		
6 ii)	Copy of TAN		
6 iii)	Copy of GSTIN		
6 iv)	Copy of income tax return submitted to the Income Tax Authority for the last 3 (three) Assessment years		
6 v)	Affidavit – Annexure 3		
7	Documents related to the experience, credentials and personal of the agency, as required for determining the Technical Score, Ts of the agency (Ref: Clause 8.21)		
7 i)	<p>For meeting 1A in Table mentioned in Clause 8.21</p> <ul style="list-style-type: none"> <li>Documents related to these projects along with scope of work (Work order or completion certificates with Work order value should be submitted as part of the eligible projects) to meet</li> </ul>		
7 ii)	<p>For meeting 1B in Table mentioned in Clause 8.21</p> <ul style="list-style-type: none"> <li>Same as those mentioned in 5 ii) of this table</li> </ul>		
7 iii)	For meeting 2A and 2B in Table mentioned in Clause 8.21		



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	<ul style="list-style-type: none"> <li>CVs as per the format given in Annexure 5</li> </ul>		
7 iv)	For meeting 3A in Table mentioned in Clause 8.21 <ul style="list-style-type: none"> <li>Same as those mentioned in 5 iv) of this table</li> </ul>		

Date

Signature of the Agency



## Annexure 5: Format for Submission of Curriculum Vitae (CV)<sup>1</sup>

*Color passport  
size photograph  
of the personnel*

<Name of the Personnel>

<b>Summary:</b>			
<Summary of the experience, qualifications and other credentials of the personnel>			
<b>1. Name of the personnel:</b>			
<b>2. Name of Agency:</b>			
<b>3. Date of Birth:</b>		<b>Citizenship:</b>	
<b>4. Education:</b>			
College/ University Attended		Degree/ Certificate	Date Obtained
<b>5. Languages:</b>			
<b>6. Employment Record:</b>			
From (Year)	To (Year)	Employer	Positions held
<b>7. Details of Professional certifications:</b>			
<b>8. List all projects done in last 3 years:</b>			

<sup>1</sup> to be accompanied by the necessary documentary evidence regarding the qualifications and experience of the professionals



Sl. No.	Details of the Projects worked	Value of the Work	Name of the Client/ Customer	Date

**9. Certification:**

- I. I, the undersigned, certify to the best of my knowledge and belief that:
- II. This CV correctly describes my qualifications and my experience.
- III. I am not currently employed by Sports & Youth Services Department.
- IV. In the absence of medical incapacity, I am willing and will be available to deliver required services at Sports & Youth Services Department during the tenure of the empanelment and any agreed extension thereof.
- V. I, the undersigned, certify that to the best of my knowledge and belief, this curriculum vitae correctly describes me my qualification and my experience.
- VI. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged and forfeiture of Security Deposit

**Date:**

**To be signed by the personnel and the Authorized Signatory of the agency**

