



**Sports & Youth Services Department
Government of Odisha
C-1, Nayapalli,
Bhubaneswar – 751012
Odisha**

Email: kisce.odisha@gmail.com

RFP No.: SYS-CSS-CSSP-0002-2021-767/ Dated- January 29, 2021

**Request for Proposal
For
Providing Sports Science Manpower for Khelo India
State Centre of Excellence, Odisha**

(This RFP is only for Empaneled Agencies Ref: EOI SYS_CC-CC-0032-2019-/7026)

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Request for Proposal notice

**Sports & Youth Services Department (DSYS)
Government of Odisha
C-1, Nayapalli,
Bhubaneswar – 751012
Odisha**

www.department.sportsodisha.gov.in

RFP No.: SYS-CSS-CSSP-0002-2021-767

Dated: January 29, 2021

REQUEST FOR PROPOSAL (RFP)

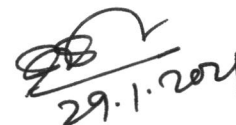
DSYS invites sealed Bids under two bid-basis i.e. Technical Bid and Financial Bid from agencies empaneled through EOI No: **EOI SYS_CC-CC-0032-2019-/7026** for '**Providing Sports Science Manpower for Khelo India State Centre of Excellence, Odisha**' for Department of Sports and Youth Services, Odisha (DSYS).

The interested bidders should submit their bids to Sports and Youth Services Department, C-1, Nayapalli , Bhubaneswar - 751012, on or before February, 17, 2021 up to 4PM.

Sports & Youth Services Department reserves the right to cancel the bid at any time or amend / withdraw any of the terms and conditions contained in the RFP Document without assigning any reason thereof.

By order of

Special Secretary
Sports & Youth Services
Department


29.1.2021

Deputy Secretary

1. Schedule for the RFP

DSYS will endeavour to adhere to the following schedule:

Sr. No	Activity Description	Date
1.	Issue of RFP	January 30, 2021
2.	Time and last date for submission of queries and pre-proposal meeting*.	4PM, February 5, 2021, 5PM, February 5, 2021
3.	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	February 8, 2021
4.	Time and last date for submission of Bid	4PM, February, 17, 2021, 04.00 PM
5.	Time and date for opening of Technical Bids followed by technical presentation, followed by opening of Financial bids	11AM, February 18, 2021 Technical presentation by qualified bidders will be made from 3PM onwards Financial bids of qualified bidders will be opened after technical presentation

* Details of the Pre-Proposal Meeting via video conferencing will be shared at a later date.

2. Data Sheet

S. No.	Parameter	Name
1.	RFP No.	SYS-CSS-CSSP-0002-2021-767
2.	Name of the RFP	Providing sports science manpower for Khelo India State Centre of Excellence, Odisha
3.	Type of RFP	Limited Tender - Quality-cum-Cost Based Selection (QCBS) 80:20
4.	Bid Processing Fee (non-refundable) Including GST	₹ 10,000/- in the form of Demand Draft in favor of 'Deputy Secretary to Government, DSYS, Government of Odisha'
5.	Earnest Money Deposit (EMD)	₹ 1,00,000/- in the form of Demand Draft in favor of 'Deputy Secretary to Government, DSYS, Government of Odisha'
6.	Amount for Performance Security	10% of the Annual Contract value (excluding taxes). The Contract value may change annually based on modification (if any) to the scope of services required by DSYS. Amount shall be submitted in the form of Demand Draft or Bank Guarantee in the format provided in Annexure B
7.	Nodal Officer	Name- Sailendra Kumar Jena, Deputy Secretary to the Government of Odisha
8.	Email address for submitting the queries	kisce.odisha@gmail.com
9.	Address of Sports & Youth Services Department	Sports and Youth Services Department, C-1, Nayapalli, Bhubaneswar Odisha. Pin code: 751012

3. Disclaimer

- 3.1 This Request for Proposal (“RFP”) is neither an agreement nor an offer by DSYS to the prospective Bidders or any third party. The purpose of this RFP is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this RFP.
- 3.2 This RFP includes statements, which reflect various assumptions and assessments arrived at by Sports & Youth Services Department, Govt. of Odisha (DSYS). Such assumptions, assessments and statements do not purport to contain all the information that a party may require. This RFP may not be appropriate for all persons, and it is not possible for DSYS to consider the particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document may not be complete, accurate, adequate or correct. Each Bidder 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 RFP and obtain independent advice from appropriate sources.
- 3.3 Information provided in this RFP to the Bidders 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. DSYS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 3.4 DSYS, its employees and their agencies make no representation or warranty and shall have no liability to any person including any Bidder 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 RFP, or any matter deemed to form part of this RFP, or arising in any way in relation to this RFP process.
- 3.5 Neither DSYS nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP. DSYS also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 3.6 The Bidder should confirm that the RFP 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 Bidder shall notify DSYS immediately at the following address:

Sports & Youth Services Department (DSYS),
Govt. of Odisha
C-1, Nayapalli,
Bhubaneswar – 751012, Odisha
Email: kisce.odisha@gmail.com

- 3.7 If no intimation is received within the last date for submission of Pre-Proposal queries, it shall be considered that the RFP Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the RFP Documents.
- 3.8 No extension of time shall be granted to any Bidder for submission of its Proposal on the ground that the Bidder did not obtain the complete set of the RFP document.
- 3.9 This RFP and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This RFP shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this RFP). In the event after the issue of the RFP, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this RFP and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 3.10 DSYS 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 RFP documents at any time during the RFP process. All such changes shall be informed to the agencies via email.
- 3.11 The Bidders or any third party may not object to such changes/ modifications/ additions/ alterations as provided in Clause 3.10 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by DSYS. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of DSYS with respect to this RFP.
- 3.12 DSYS reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Proposals at any stage of the RFP process without assigning any reasons. The decision of DSYS shall be final and binding in this regard.
- 3.13 Bidders shall not make any public announcements with respect to the RFP process or the RFP document. Public announcements, if any, are to be made with respect to the RFP process or this RFP shall be made exclusively by DSYS. Any breach by a Bidder in this regard shall be deemed to be in non-compliance with the terms and conditions of this RFP and shall render the Proposal liable for rejection. DSYS' decision in this regard shall be final and binding on the Bidder.
- 3.14 By responding to the RFP, the Bidder shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the RFP. The Bidder hereby expressly waives any and all claims in respect thereof.
- 3.15 The Bid is not transferable.

4. Abbreviations

BG	Bank Guarantee
DSYS	Sports & Youth Services Department
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
IT	Income Tax
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LOA	Letter of Award
NEFT	National Electronic Funds Transfer
RFP	Request for Proposal
PAN	Permanent Account Number
RTGS	Real Time Gross Settlement
SCC	Special Conditions of Contract

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”** means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgements/orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either DSYS or to the Bidders;
- 5.2 **“Authorized Signatory”** means the designated person of the agency authorized to represent the agency in all matters pertaining to its Proposal. 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 Proposal to participate in all stages of the RFP 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 RFP Process;
- 5.3 **“Bid” or “Proposal”** means the documents submitted by a Bidder pursuant to this RFP, including the Technical Bid along with any additional information/clarifications required/ sought by DSYS and the Financial Bid, submitted strictly in the formats provided by DSYS. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by DSYS;

“Bidder” or “bidder” or “Agency” or “agency” designates an Agency empaneled with Sports & Youth Services Department (DSYS) as per EOI No: SYS-CC-CC-0032-2019-/7026 which has made a proposal, a tender or a bid with the aim of concluding a Service Order/ Agreement with DSYS;

- 5.5 **“RFP Process” or “Bidding Process”** means the process governing the submission and evaluation of the Bids as set out in the RFP itself;
- 5.6 **“Bid Due Date”** shall mean the last date for submission of bids, as given in Sl. No. 5 of the Schedule for the RFP. No bids shall be accepted after the Bid Due Date;
- 5.7 **“Bid Processing Fee”** shall have the meaning as set forth in Clause 7.6;
- 5.8 **“EMD”** means the amount submitted by a Bidder to DSYS for participating in the Bidding Process, in terms of Clause 7.7;
- 5.9 **“Bid Validity Period”** shall have the meaning given to it in Clause 7.8;
- 5.10 **“Financial Year”** means the 12-month period from 1st April to 31st March corresponding to the audited annual accounts;
- 5.11 **“Letter of Award (LOA)”** means the written official intimation by DSYS notifying the Preferred Bidder/ Service Provider that the work has been awarded in its favour as per the terms and conditions mentioned therein;

- 5.12 **“Net Worth”** shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
- 5.13 **“Request for Proposal” or “RFP” or “RFP Document” or “RFP Paper” or “RFP Documents” or “Bid Documents”** means documents issued by DSYS vide RFP No. SYS-CSS-CSSP-0002-2021-767 dated January 29, 2021 for Providing Sports Science Manpower for Khelo India State Centre of Excellence, Odisha for and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:
- a) This RFP document;
 - b) Any corrigendum(a)/addendum(a) and clarification(s) to the RFP Document issued by DSYS subsequent to the issue of the RFP Document will also be considered an integral part of the RFP Document. Any reference to the RFP Document in the Agreement shall include such corrigendum(a)/ addendum(a);
- 5.14 **“Pre-Proposal Meeting”** means Pre-Proposal meeting to be held as per the schedule indicated in the Sl. No. 3 of the Schedule for the RFP hereof between DSYS and the bidders for clearing doubts if any;
- 5.15 **“Preferred Bidder”** shall have the meaning given to it in Clause 7.25;
- 5.16 **“Financial Bid” or “Financial Proposal”** means the Financial Bid submitted by the Bidder, in accordance with Clause 7.18.5;
- 5.17 **“Related Party”** shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.18 **“Successful Bidder”** shall have the meaning given to it in Clause 7.28;
- 5.19 **“Technical Evaluation Criteria”** shall have the meaning given to it in Clause 8;
- 5.20 **“Technically Qualified Bidder”** means a Bidder whose Technical Proposal is responsive and meets the requirements to the satisfaction of DSYS as per terms and condition of the RFP and is qualified for opening of its Financial Bid;
- 5.21 **“Technical Bid” or “Technical Proposal”** means proposal submitted by the Bidder in accordance with Clause 7.18.4;
- 5.22 **“Turnover”** shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.
- 5.23 **“Sports & Youth Services Department” or “DSYS”** shall mean Sports & Youth Services Department, Govt. of Odisha having its registered office at, C-1, Nayapalli, Bhubaneswar, Odisha - 751012 and shall include its successor and assignees or its representatives;

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the RFP. Terms and expressions not defined anywhere in the Bid Documents shall

have the same meaning as are assigned to them in Indian Contract Act, 1872 and /or in General Clauses Act, 1897.

6. Scope of Services

The selected service provider shall provide the following services to DSYS as per the below mentioned timeframe:

Sl. No.	Name/ type of services	Contract period	Location for providing the services
1	Providing sports science manpower for Khelo India State Centre of Excellence, Odisha	4 years (Contract agreement to be signed for 1 year. Contract renewal on year-to-year basis subject to assessment of the performance of the Service Provider). The Contract period may be extended for a time period decided by mutual agreement.	Khelo India State Centre of Excellence, Kalinga Stadium, Bhubaneswar, Odisha

The detailed scope and specifications of the services, along with the contract period, payment terms, etc. as are given in Special Conditions of Contract as enclosed in Annexure 2.

The “General Conditions of Contract-Services” as enclosed in the tender at Annexure 1 shall form an integral part of the RFP and will also form a part of the Agreement placed against this tender.

7. Instruction to Bidders

- 7.1 Bid preparation cost:** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DSYS or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DSYS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
- 7.2** The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder’s risk and may result in rejection of the bid.
- 7.3** Bidding in the form of a consortium is not allowed.

- 7.4 The bidder shall not make or cause to be made by any alteration, erasure, or obliteration to the text of the RFP document.
- 7.5 The Bid Documents shall be shared with the agencies via email. There shall be no sale of hard copies of the bid documents. The Bid Processing Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.

7.6 **Bid Processing Fee**

The Bidder shall pay to DSYS a non-refundable amount (“Bid Processing Fee”), indicated in the Data Sheet, as part of its Technical Proposal. The mode of payment of the Bid Processing Fee is also indicated in the Data Sheet.

7.7 **Earnest Money Deposit (EMD)**

7.7.1 Bidders as part of their Technical Proposal shall have to submit an Earnest Money Deposit; the amount of the EMD and mode of payment is indicated in the Data Sheet. For the avoidance of doubt, it is clarified that DSYS shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free.

7.7.2 Return of EMD

The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder.

7.7.3 The Bidders, who are exempted to deposit EMD amount due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Technical Proposal. The Bidder, who does not submit EMD amount claiming exemption but does not submit relevant document, is ineligible for bidding and his bid shall be summarily rejected.

7.7.4 The EMD of the Preferred Bidder shall be returned upon the Preferred Bidder furnishing the Performance Security.

7.7.5 Forfeiture of EMD: The EMD shall be forfeited and appropriated by DSYS as genuine pre-estimated compensation and damages payable to DSYS for, inter alia, the time, cost and effort of DSYS without prejudice to any other right or remedy that may be available to DSYS hereunder, or otherwise, under the following conditions:

- i) if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process;
- ii) if the Preferred Bidder fails to acknowledge and return to DSYS a signed copy of the LOA or Agreement within the timeframe allowed by DSYS;

- iii) if the Preferred Bidder fails to submit the Performance Security within the timeframe allowed by DSYS;
- iv) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period, except as provided in Clause 7.8;
- v) If the Bidder has otherwise committed any breach of the terms of this RFP;
- vi) in case the Preferred Bidder, does not comply with the requirements of the Financial Bid;
- vii) in case the Technical Proposal of a Bidder contains any information on the Financial Proposal of the Bidder;

7.7.6 In case of cancellation of the RFP before bid opening date and time, the EMD shall be refunded to respective Bidder's account.

7.8 **Bid validity period:** The bid shall initially remain valid and binding on the Bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the RFP. Any bid with a shorter validity period shall be rejected by DSYS. Under exceptional circumstances, DSYS may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of DSYS to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.

7.9 **Issue of clarifications:** Bidders may send their queries as per the format attached at 'Annexure-A' to the following address in writing by e-mail/post/courier:

**Special Secretary,
Sports & Youth Services Department (DSYS), Govt. of Odisha
C-1, Nayapalli,
Bhubaneswar – 751012, Odisha
Email: kisce.odisha@gmail.com**

Queries received after the last date for sending queries (as per the Schedule for the RFP) may not be considered by DSYS. The responses to the queries received shall be emailed by DSYS to the agencies and the same shall also be considered to be a part of the RFP documents; however, the source of queries shall not be mentioned. DSYS shall endeavour to respond to the queries raised or clarifications sought by the Bidders. However, DSYS reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring DSYS to respond to any query or to provide any clarification.

7.10 Pre-Proposal Meeting

7.10.1 To clarify and discuss issues with respect to the RFP Document, a "Pre-Proposal Meeting" will be held as per the details provided in Clause 1 - Schedule for the RFP.

7.10.2 A maximum of two officials/ representatives from each Bidder may attend the pre-proposal meeting. All costs of the Bidder related to attending the pre-proposal meeting shall be borne by the Bidder. This meeting is to be conducted to clarify and redress all doubts and difficulties of the Bidders.

- 7.10.3 Attendance of the Bidders at the Pre-Proposal Meeting is not mandatory. DSYS will endeavour to respond to all queries received by the scheduled date as per Clause 1 from all Bidders, irrespective of attendance of the Bidder in the Pre-Proposal Meeting.
- 7.10.4 In case of any change in the schedule of the Pre-Proposal Meeting, the same will be communicated to Bidders by DSYS.
- 7.11 **Issue of corrigendum / amendment:** At any time prior to the Bid Due Date, DSYS may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum/ amendment to the RFP documents, which shall be emailed to the agencies and the same shall also be considered to be part of the RFP documents. In order to give Bidders reasonable amounts of time to take into account such corrigendum / amendment, DSYS may at its own discretion also extend the Bid Due Date.
- 7.12 **Extension of Bid Due Date:** DSYS may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this RFP.
- 7.13 **Acknowledgement by the Bidder:** It shall be deemed that by submitting its bid, the Bidder has:
- i) made a complete and careful examination of the RFP documents, including the proforma agreement;
 - ii) received all relevant information requested from DSYS;
 - iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP documents or furnished by or on behalf of DSYS relating to any of the matters related to this RFP or otherwise;
 - iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the RFP documents including the contract (to be signed with DSYS) and performance of all of its obligations thereunder;
 - v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding 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 DSYS;
 - vi) agreed to be bound by the undertakings provided by it under and in terms; and DSYS shall not be liable for any omission or commission, 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 RFP documents or the bidding process, including any error or mistake therein or in any information or data given by DSYS.
- 7.14 **Right to accept or reject any/ all bids:** Notwithstanding anything contained in the RFP, DSYS reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons thereof. Further DSYS reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for DSYS' action. Decision of DSYS shall be final and binding in this regard. DSYS reserves

the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.

- 7.15 **Language of the bid:** The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid 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 by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, 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.

7.16 **Format and Signing of Bid**

7.16.1 The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorised to sign on behalf of the bidder.

7.16.2 The bid shall contain no alterations, omissions or additions except those to comply with an instruction issued by DSYS or are necessary to correct errors made by the bidder, in which case such corrections shall be initialled/signed by the person signing the bid.

7.16.3 The proposal shall be properly bound, indexed and serially numbered.

- 7.17 **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian National Rupee (INR /₹) and payment under this contract will be made in Indian National Rupee (INR /₹).

7.18 **Bid to be submitted by Bidders:**

7.18.1 The bidder shall submit their proposal under two bid-basis i.e. Technical Bid (One Original hard copy and One Soft Copy in a pen drive) shall be enclosed in one sealed envelope super scribed '*Technical Proposal (Name of the Bidding Entity) - RFP for Providing Sports Science Manpower for Khelo India State Centre of Excellence*'. The Financial Bid (One Original hard copy), shall be enclosed in another sealed envelope super scribed '*Financial Proposal (Name of the Bidding Entity)- RFP for Providing Sports Science Manpower for Khelo India State Centre of Excellence*'.

7.18.2 Both the envelopes complete in all respect should be enclosed in separate sealed outer envelope super scribed '*Technical and Financial Proposal (Name of the Bidding Entity) - RFP for Providing sports science manpower*'.

7.18.3 The sealed envelope should reach the address: Sports & Youth Services Department, Govt. of Odisha, C-1, Nayapalli, Bhubaneswar – 751012, Odisha by 4:00 pm, February 17, 2021. The Bids that are unsealed or are submitted beyond the stipulated date and time under any circumstances what so ever will not be considered.

7.18.4 **Technical Bid:** The Technical Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the RFP. The Technical Bid shall contain any information on the Financial Bid of the Bidder. The Technical Bid shall consist of the following:

Sl. No.	Qualification Requirement
1	Power of Attorney - Annexure 3
2	Declaration by the Bidder - Annexure 5
3	Proof of payment of Bid Processing Fee
4	Proof of payment of EMD/ documents related- to exemption from the same
5	Signed copy of check list with seal - Annexure 6
6	Bank details – Annexure 7
7	Documents towards fulfillment of Technical Evaluation Criteria as per Clause 8
8	Integrity Pact – Annexure 9
9	Tender Submission Letter – Annexure 10

7.18.5 **Financial Bid:** The Financial Bid shall be submitted in percentage (%) basis both in word & figure. The Bidder shall quote the rate as per the Financial Bid format in Annexure 4 and in case of any discrepancy between the word and figure of the quoted rate, the rate mentioned in word shall prevail.

7.19 Late and Delayed Bids

7.19.1 Bids must be received no later than the date and time stipulated in the RFP document. DSYS may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of DSYS and the bidder will be the same.

7.19.2 Any bid received by DSYS after the deadline for submission of bids, as stipulated above, shall not be considered.

7.20 **Material deviation:** Material deviations in the bids received shall include, inter alia, the following:

- i) The Technical Bid or any accompanying document or Financial Bid submitted by the Bidder is not in accordance with the formats given in this RFP document.
- ii) The Technical Bid is not accompanied by all the documents required to be submitted in terms of this RFP document as per Clause 7.18.4
- iii) It does not contain all the information (complete in all respects) as requested in this RFP document (in accordance with the formats provided in this RFP document);

- iv) The Technical Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- v) The Technical Bid or Financial Bid submitted by the Bidder is conditional or qualified.
- vi) The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 7.8.
- vii) It is otherwise substantially/ materially in deviation of the terms and conditions of the RFP document.

7.21 DSYS may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. DSYS may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 7.23.2), to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Financial Bid. Failure of the Bidder to comply with the request of DSYS by the date specified therein may result in the rejection of its Bid. DSYS, however, is not bound to waive such non-conformity under this Clause 7.21.

7.22 **Formation of evaluation committee:** DSYS will form an evaluation committee constituting of key officers from administrative, technical and financial domain for evaluation of bids. All decisions signed off by the evaluation committee will be considered final

7.23 **Opening of Technical Bids:** The Technical Bids shall be opened as per the schedule indicated in Schedule for the RFP.

7.24 **Evaluation of Technical Bids:**

7.24.1 The Technical Bids 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 Technical Bid is generally in order. It will be determined whether the Technical Bid is of acceptable quality, is generally complete and is substantially responsive to the RFP documents. For purposes of this determination, a substantially responsive Technical Bid is one that conforms to all the terms, conditions and specifications of the RFP documents without any material deviations (as defined in Clause 7.20), objections, conditionality or reservations.

7.24.2 A Technical Bid which is not substantially responsive, may be rejected by DSYS, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 7.20 of the Material deviation.

7.24.3 If required, DSYS may ask Bidders to provide clarifications on their bid or provide shortfall documents. Such clarifications shall be submitted by the Bidder in format as communicated by DSYS. However, no changes in the Financial Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD. No modification of the bid or any form of communication with DSYS or submission of any additional documents, not specifically asked for by DSYS will be allowed and even if submitted, they may not be considered by DSYS.

7.24.4 The responsive Technical Bids shall then be evaluated in detail to determine whether they fulfil the other requirements of the RFP, such as submission of all the requisite documents as listed in Clause 7.18.4 of Technical Bid.

7.24.5 The Technical Bids which fulfill the above criteria shall be evaluated further in accordance with the Technical Evaluation Criteria given in Clause 8 and a Technical Score shall be assigned to each such Technical Bid. Technical Bids which do not fulfil the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. Technical Bids which fulfill the above criteria, and which receive a score of 70 (seventy) or higher out of 100 shall be considered to be technically qualified bids.

7.25 Opening of Financial Bid and Final Evaluation

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

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

7.25.3 The lowest evaluated Financial Proposal (F_m) shall be given the maximum financial score (F_s) of 100. The formula for determining the financial scores of all other Proposals shall be calculated as follows: $F_s = 100 \times F_m / F$, in which " F_s " is the financial score, " F_m " is the lowest price, and " F " the price of the Proposal under consideration.

7.25.4 The weights given to the Technical (T) and Financial (P) Proposals shall be: T = 80, and P = 20

Proposals shall be ranked according to their combined scores, calculated using the technical score (T_s) and financial score (F_s) and the weights as follows:

$$S = T_s \times T\% + F_s \times P\%$$

7.26 **Preferred Bidder:** The Bidder with the highest combined score (S) shall be declared as the Preferred Bidder and will be invited for negotiations. The Preferred Bidder shall be issued the LOA. DSYS reserves the right to negotiate the price with the Preferred Bidder before issue of the Letter of Award (LOA). The Preferred Bidder shall have to acknowledge and accept the LOA by returning a signed copy of the LOA within a period of 15 (fifteen) days of issue thereof, along with submission of the Performance Security, failing which the issued LOA may be cancelled and EMD of the Preferred Bidder shall be forfeited.

7.27 In the event that 2 (two) or more technically qualified Bidders (the "Tie Bidders") have the same overall score (S), the Bidder having higher technical score shall be considered as the Preferred Bidder. In the event that 2 (two) or more "Tie Bidders" have the same technical score (T_s), DSYS reserves the right to choose the Preferred Bidder.

- 7.28 DSYS is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process. DSYS has the right to accept any Bid and to reject any or all bids.
- 7.29 **Signing of Agreement:** Within 7 (seven) days of receipt of the signed copy of the LOA, along with the Performance Security, the Agreement shall be signed by the Preferred Bidder, failing which the Performance Security shall be forfeited and appropriated by DSYS. In such a case, DSYS reserves the right to approach the technically qualified Bidder(s) who has secured the next highest combined score to negotiate terms and on acceptance of the same, issue a fresh LOA to such Bidder and proceed with such Bidder in terms of this Clause 7.25. Upon signing of the Agreement, the Preferred Bidder shall be considered to be the “Successful Bidder”. The pro-forma of the Agreement is provided in Annexure 2A. Post signing of the Agreement, DSYS shall issue Service Order(s) to the Successful Bidder. Failure of the Successful Bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the award and other actions as deemed necessary.
- 7.29.1 DSYS may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/state government ministry/department/institutions/local bodies/municipalities/PSUs, etc.
- 7.29.2 DSYS may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the Performance Security or fails to execute the agreement.
- 7.30 **Performance Security:** The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The Preferred Bidder shall submit the Performance Security at DSYS upon issue of LOA within a period of 15 (fifteen) days. Performance Security shall be in the form of a Bank Guarantee from any Nationalised/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 8 or in the form of demand draft from a scheduled commercial bank and payable in Bhubaneswar, Odisha.

Performance Security in the form of BG should be operable for invocation at any Nationalized/ Scheduled bank at Bhubaneswar.

The Performance Security shall remain valid for 15 (fifteen) months for each Contractual Year and the Performance Security shall be extended to the next Contractual Year upon receiving the letter of acceptance from DSYS to commence work for the subsequent Contractual Year’s operation. The Performance Security for the final contractual year shall be released only after submission of NOC signed by the Nodal Officer of the final contractual year.

8. Technical Evaluation Criteria

Only those firms attaining 70 (seventy) or more in the Technical scoring criteria shall be eligible for Financial bid opening.

Sl. No	Criteria	Maximum Marks	Marking Scheme	Document/ Evidence Required
1) Experience of the firm- 50 marks				
1A	Number of projects wherein sports manpower has been provided	20	5 marks per project (Max 20 marks)	Relevant contract agreement/ Work Order/ Completion certificate
1B	Previous experience in taking up sports science or high-performance center projects	30	10 marks per project (Max 30 marks)	Relevant contract agreement/ Work Order/ Completion certificate
2) Technical Presentation- 50 marks				
2A	Best practices followed at existing CoEs and HPCs	14	The technical presentation shall be made by the Agency's Single Point of Contact appointed for this assignment via Video Conferencing	
2B	Approach, methodology and work plan	12		
2C	Reporting methodology	12		
2D	Awards and certifications	12		
Total		100		

Annexure 1: General Conditions of Contract-Services

1. Definitions

In the interpretation of the Contract and the general and special conditions governing it, unless the context otherwise requires:

- 1.1. "Contract Price" or "Contract Value" shall mean the price payable to the service provider under the Service Order/ Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Service Order" or "Contract" or "Agreement" shall mean the Service and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.3. "Facility" shall mean the place or places named in the Service Order/ Agreement or such other place or places at which any work has to be carried out as may be approved by DSYS;
- 1.4. "Service provider" or "Contractor" shall mean a firm or company with whom the Service is placed and shall be deemed to include the supplier in successors (approved by DSYS) representatives, heirs, executors, administrators and permitted assignee as the case may be;
- 1.5. "Services" means the services specified in the Service Order which the service provider has agreed to supply under Service;

2. Scope of Services

- 2.1. Scope of Services/Work shall be as defined in the Special Conditions of Contract and Annexure thereto.

3. Instructions, Direction & Correspondence

- A) All instructions and orders to service provider shall, excepting what is herein provided, be given by DSYS.
- B) All the work shall be carried out under the direction of and to the satisfaction of DSYS.

- C) All communications including technical/commercial clarifications and/or comments shall be addressed to DSYS shall always bear reference to the Service Order/ Agreement.
- D) Invoices for payment against Service Order/ Agreement shall be addressed to DSYS.
- E) The Service Order/ Agreement number shall be shown on all challans / invoices, communications, packing lists, containers and bills of lading, (as applicable) etc.

4. Service Order/ Agreement Obligations

- 4.1. If after award of the LOA, the service provider does not acknowledge the receipt of award or fails to furnish the Performance Security within the prescribed time limit (as the case maybe), DSYS reserves the right to cancel the LOA and forfeit the EMD.
- 4.2. Once a Service is accepted and confirmed and signed, the terms and conditions contained therein shall take precedence over the service provider's bid and all previous correspondence.
- 4.3. The Service shall, in all respects, deemed to be and shall construe and operate as an Indian Contract in conformity with the Indian Laws.

5. Modification in Service Order/ Agreement

- 5.1. All modifications leading to changes in the Service with respect to technical and/or commercial aspects including terms of delivery of services, shall be considered valid only when accepted in writing by DSYS by issuing amendment to the Service . Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of Service in any manner except to the extent mutually agreed through a modification of Service .
- 5.2. DSYS shall not be bound by any printed conditions or provisions in the service provider's Bid Forms or acknowledgment of Service , invoices and other documents which purport to impose any conditions at variance with or supplemental to Service .

6. Use of Service Order/ Agreement Documents & Information

- 6.1. The service provider shall not, without DSYS' prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of DSYS in connection therewith, to any person other than a person employed by the Service provider in the performance of the Service . Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 6.2. The Service provider shall not, without DSYS' prior written consent, make use of any document or information enumerated in Clause 6.1 except for purpose of performing the

Service .

7. Performance Security

- 7.1. The service provider shall furnish Performance Security as per the terms and conditions provided in the Request for Proposal.
- 7.2. The Performance Security shall be for due and faithful performance during the period for execution of the services and is liable for forfeiture in the following cases:
 - If the successful Bidder fails to undertake the work after issuance of LOA, or
 - If the service provider abandons the work before its completion, or during its extended period
 - If the work performed by the service provider is not as per the Agreement, or
 - On breach of Service by the service provider.
- 7.3. The proceeds of Performance Security shall be forfeited and appropriated by DSYS as compensation for any loss resulting from the Service provider's failure to complete his obligations under the Service without prejudice to any of the rights or remedies DSYS may be entitled to as per terms and conditions of Service Order/ Agreement .
- 7.4. Performance Security shall be extended by the service provider in the event of delay in completion of work, as defined in the Service for any reason whatsoever. DSYS' claim period shall remain valid for twelve months after the expiry of the guarantee/ warrantee/ Defect Liability Period or till the satisfactory performance of the objectives of the Service , whichever is later.

8. Delivery of Services

- 8.1. Delivery of the Services shall be made by the service provider in accordance with terms specified in the Special Conditions of Contract.
- 8.2. The delivery of services is binding and essential and consequently, no delay is allowed without the written approval of DSYS. Any request concerning delay will be null and void unless accepted by DSYS.

9. Terms of Payment

- 9.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this Service shall be specified in the Special Conditions of Contract.
- 9.2. All payments shall be made in INR only and shall be made directly to the bank account of the service provider.
- 9.3. No advance shall be paid and no letter of credit shall be issued.

- 9.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 9.5. No interest charges for delay in payments, if any, shall be payable by DSYS.
- 9.6. Defective bills shall be returned to the Service provider within 7 (seven) working days. No payment shall be made on defective/ incomplete bills.

10. Subcontracting/ out-sourcing/ sub-letting/ Assignment

- 10.1. The service provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from DSYS side for the services for which such subletting is sought. However, DSYS management reserves the full right to refuse any such approval to the service provider without being bound to provide any reason or rationale for such decision. Provided, nevertheless, that any such consent shall not relieve the service provider from any obligation, duty or responsibility under the Service .

11. Cancellation of Service

- 11.1. If the service provider fails to fulfil the terms and conditions of the Service which are spelt out in the Tender Document, DSYS shall have the right to terminate the Service and award the total or balance work (if any) to any other service provider at the risk and cost of the said service provider after giving 30 days' notice to the service provider as to why the said work shall not be awarded to another entity at his risk and cost. Further the Service could be terminated if:
- i) There is a force-majeure situation,
 - ii) Service provider has given false declaration or document including affidavit,
 - iii) There is conflict of interest between DSYS & service provider during the Service execution,
 - iv) The service provider defaults in proceeding with the work as per the milestones and/or in complying with any of the terms and conditions, stipulated in the Service ,
 - v) The service provider or firm or any of the partner represented by the service provider, in the subject Service is adjudged as Insolvent by the concerned authority and further if the Service Provider entity has been wound up and dissolved,
 - vi) The service provider assigns/ transfers/ sub-lets the entire work or a portion thereof without the approval of the Competent Authority,
 - vii) The service provider offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Service as the case may be,
 - viii) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Service .

Termination of the agreement shall not relieve the service provider of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in any provisions of the agreement expressly limiting the liability of the service provider, shall not relieve the service provider of any obligations or liability for loss or damage to DSYS arising out of or caused by acts or omissions of the service provider prior to the effective date of termination or arising out of such termination. Even if Service is terminated/ abandoned prematurely, DSYS reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. DSYS reserves the right to appropriate the Performance Security, as a genuine pre-estimated damage suffered by DSYS for the non-performance by the service provider. DSYS may also impose further penalties on the service provider such as holidaying/ banning/ blacklisting for a specific period of time. In all such cases, the decision of DSYS shall be final. This notice shall be in accordance with Clause 11.1

12. Right to risk for procurement/ rendering of services

If the service provider fails to fulfill the terms and conditions of the Service , DSYS shall have the right to procure the services from any other party for the execution/ completion of the scope of services under the Service and recover from the service provider all charges/ expenses/ losses/ damages which may be suffered by DSYS, at the risk and cost of the service provider, after giving 15 (fifteen) days of notice to the service provider. This will be without prejudice to the rights of DSYS for any other action including termination of the Service .

13. Force Majeure

13.1. “Force Majeure Event” means any event or circumstances or combination of events or circumstances which:

- A) Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;
- B) Materially and adversely affects such Party’s performance of its duties or obligations or enjoyment of its rights under this Service .

13.2. As soon as practicable and in any case within 7 (seven) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same, setting out the details of the Force Majeure Event.

13.3. If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this Service because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account

of such Force Majeure Event.

- 13.4. If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the RFP, the parties may mutually decide to terminate the Service or continue the Service on mutually agreed revised terms.

14. Dispute Resolution

- 14.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the Service (including its interpretation) between DSYS and the service provider, 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 service provider and DSYS 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, if referred to, shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar. There shall be no arbitration between the Parties. The provisions of Arbitration & Conciliation Act, 1996 as amended from time to time, shall have no application to the present work.
- 14.2. Governing law and jurisdiction: This Service shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this Service .

15. Governing Language

The Service shall be written in English language as specified by DSYS in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Service which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

16. Notices

Any notice given by one party to the other pursuant to the Service shall be sent in writing or by email. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

17. Permits & Certificates

- 17.1. Service provider shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Service provider further agrees to

hold DSYS harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

18. General

18.1. The Service provider shall be deemed to have carefully examined all Service documents to its entire satisfaction. Any lack of information shall not in any way relieve the Service provider of his responsibility to fulfill his obligation under the Service documents.

18.2. The General Conditions of Contract (GCC)-Services shall apply to the extent that they are not superseded by provisions of other parts of the Special Conditions of Contract.

18.3. Losses due to non-compliance of Instructions

Losses or damages occurring to DSYS owing to the Service provider's failure to adhere to any of the instructions given by DSYS in connection with the contract execution shall be recoverable from him.

18.4. Recovery of sums due:

All costs, damages or expenses which DSYS may have paid, for which under the Service, the Service provider is liable, may be recovered by DSYS (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Service provider under this Service Order/ Agreement or other Service Orders/ Agreements and/ or may be recovered by action at law or otherwise. If the same due to the Service provider be not sufficient to recover the recoverable amount, the Service provider shall pay to DSYS, on demand, the balance amount.

19. Liability and Indemnity

19.1. Service provider shall indemnify, defend and hold DSYS harmless against:

- a) any and all third party claims, actions, suits or proceedings against DSYS, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the service provider of any of its obligations under the Service Order/ Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the Service Order / Agreement, or breach of statutory duty on the part of DSYS, its suppliers and Service Providers, employees, servants or agents; and
- b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by DSYS from third party claims arising by reason of breach by the service provider of any of its obligations under this Service Order/ Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable

Losses”) have arisen due to negligent act or omission breach of the Service Order/ Agreement, or breach of statutory duty on the part of DSYS, its suppliers or Service Providers, employees, servants or agents or any of the representations; and

- c) to the extent of the value of free issue materials to be issued till such time the entire Service Order/ Agreement is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to DSYS. The service provider shall not utilize DSYS’ free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause/ result in any loss/ damage to DSYS and in which case, the service provider shall be liable to DSYS to pay compensation to the full extent of damage/ loss and undertake to pay the same.

- 19.2. DSYS remains indemnified (even if the Service Order/ Agreement ends pre-maturely) towards all or any obligations due to DSYS by the service provider and shall continue to remain in force till such time all or any such claims are suitably addressed.

20. Blacklisting

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

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- i) If the 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 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 DSYS’ 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.
- vi) If the business concern/entity is a concern/ entity evader of Central/ State taxes/ duties for which DSYS has received notice from the concerned department of Central/ State Govt.
- vii) If violation of important conditions of the contract/ agreement.
- viii) If submission of false/ fabricated/ forged documents for consideration of the tender

21. Insurance

- 21.1. In case of Services exceeding INR 50 lakh (excluding taxes) and above or wherever mentioned, specifically in the Special Conditions of Contract, the service provider will obtain an insurance policy covering all risks, damages, loss etc. The insurance cover in favour of employer shall be from the start date to the end of Defect Liability Period. Insurance shall

cover the following.

- I. loss of or damage to Equipment
- II. loss of or damage of property in connection with the Contract and
- III. personal injury or death

21.2. Policies and certificates for insurance shall be delivered by the service provider to DSYS or his nominee for the approval before the start date of the Contract. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the incurred loss or damage.

21.3. If the service provider does not provide any of the policies and certificates required, DSYS may take insurance which the service provider should have obtained and provided and recover the premiums from payments otherwise due to the service provider.

22. Statutory and Legal requirements

22.1. The service provider shall comply with all the applicable statutory and legal requirements and requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act 1970 (if applicable) and shall bear all necessary expenses in this regard.

22.2. The service provider shall abide by all applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, gratuity, retrenchment, leave and leave encashment, health care, uniform and compensation to its employees

23. Safety

23.1. The service provider shall comply with all the applicable laws concerning safety as applicable and relevant to its scope of services. The service provider shall at all times be responsible to carry out all operations as per the extant applicable laws. The service provider shall ensure that its operations create no hazards or disturbance for the surrounding inhabitants and areas.

23.2. DSYS may from time to time audit the safety practices employed by the service provider and the service provider shall comply with the recommendations/ directions made by DSYS as a result of such audit. During the course of the contract period, if any accident occurs whether major or minor in which the service provider or its employees are involved or are responsible, the service provider shall immediately inform DSYS without any delay.

23.3. The service provider shall indemnify DSYS from any liability falling on DSYS due to any accident, whether minor or major, or by any act of commission/omission by the service provider or by its representatives or by its employees. If DSYS is made liable for any such claim by the court of law or any other authority, the same shall be reimbursed to DSYS by the service provider as if DSYS has paid on their behalf. The same shall be adjusted from the invoices payable by DSYS to the service provider, if not paid within a period of 30 (thirty) days of such payment being made by DSYS.

Annexure 2: Special Conditions of Contract

1. General

These Special Conditions of Contract delete, amend or add to the clauses in the General Conditions of Contract. In the event of an inconsistency, these Special Conditions of Contract shall supersede or take precedence over the General Conditions of Contract to the extent of that inconsistency.

2. Scope of work, key tasks and responsibilities and JDs of manpower required

The Agency will be responsible for strategic recruitment, timely placement and management of qualified, experienced professionals as per the criteria/ terms provided in the RFP. Details of the number of personnel to be deployed, the desired qualification, experience for each position and the job description for each position has been provided in the following section. However, the job description provided is indicative in nature and may change as per the requirement of the Dept.

The scope of work for the assignment includes the following:

2.1. Part A – Recruitment & Deployment

- Invite applications for the various positions through advertisement in leading print and digital media.
- Finalise shortlisting criteria in consultation with the Dept.
- Screen and shortlist applications and issue of letters for written/practical test/interview
- Constitute selection committee and organise interviews and prepare final shortlist
- Issue offer letters to selected candidates
- Conduct orientation of the candidates in consultation with the Dept. and ensure deployment

2.2. Part B – Human Resources Management

- Ensure regular payment of monthly fees
- Provide replacement of personnel in case of vacancies arising during the course of the agreement

2.3. Key Tasks and Responsibilities

The staff deployed by the selected Agency for the assignment will be dedicated full time staff and will be stationed at Khelo India State Centre of Excellence in Bhubaneswar. The Agency will be required to adopt a transparent and competitive process of recruitment for these purely contractual posts with consolidated fixed remuneration. These posts are not permanent in nature and are liable to be terminated with the end of agreement or earlier at the decision of DSYS.

Agency will be responsible for carrying out the following tasks:

- The Agency will design the advertisement for inviting applications for the various

positions and submit the same to Dept. for approval of the content. Also provide a list of leading local daily newspapers (Odia and English) and digital media along with a cost estimate for publishing the same. Once the content and cost has been approved, publish the same in the approved media. The cost of notification of advertisement will be reimbursed to the Agency on actuals.

- The applications will be sought in a prescribed format as agreed with the Dept. Applications will be sought online and accordingly system should be in place before release of the advertisement.
- After receiving applications and preliminary screening, the Agency will provide a brief summary of the personnel, in a prescribed format, along with the CVs of the candidates for their capability assessment by the committee constituted by the Dept. of Sports and Youth Services for sending letters for appearing for interview to the candidates.
- The Agency should ensure that the candidates identified should not have any police record/criminal record against them. The Agency should ensure that the candidates are medically fit
- The Agency will be accountable for checking the veracity and authenticity of information furnished by the selected candidates. The liabilities in respect of the authenticity of information about the selected candidates will extend beyond the contract period. Hence the Agency will be liable to compensate any liability arising out of the performance of this contract either during or up to 1 year from the expiry of the contract.
- To ensure quality and sustainability of the human resources, the Agency shall develop and follow an exclusive HR Policy, describing standards and guidelines for managing the human resource deployed for the purpose, subject to approval by the DSYS. The Policy will broadly provide guidance on the contracting, performance appraisal system, attendance and leave, contract termination and other key elements as per the statutory requirements.
- DSYS has right to reject the list of candidates provided by the Agency in case they are not found suitable as per criteria.
- In case the DSYS is not satisfied with the performance of the deployed personnel or because of indiscipline, may ask the Agency in writing, providing the reasons thereof, to withdraw the personnel and provide a replacement.
- The Agency will replace with a suitable candidate free of cost, within 30 days, if the deployed candidate leaves within 6 months of joining or is asked to be withdrawn due to non-performance or on disciplinary grounds or adverse background verification.
- For replacement candidates the CV of the person will be shared with DSYS and if required a personal interview will have to be arranged. Once approval has been given by the designated authority of DSYS, the candidate will be deployed.
- Travel claims related to official travel of the deployed staff will be required to be paid by the Agency after the claim has been approved by the designated authority.
- Submit monthly claims against the payment made to the deployed personnel. Payments to the deployed personnel would be made after the monthly activities conducted by them are approved by the designated supervising authority, in the prescribed format. The duly approved forms would be submitted by the Agency along with their claim

2.4. Manpower requirement

The following positions are to be recruited for

Sr. No	Position	Number	Remuneration (INR/Month)
1	Senior Sports Science Expert	2	1,50,000
2	Junior Sports Science Expert	2	70,000
3	Lead Strength & Conditioning Expert	1	80,000
4	Physiotherapist – Grade II	1	80,000
5	Nursing Assistant (Paramedical Staff)	2	25,000
6	Sports Science Lab Technician	1	25,000
7	Massage Therapist – Grade II	4	35,000

2.5. Job Descriptions of manpower to be hired

2.5.1. Sr. Sports Science Expert

Job responsibilities
<ul style="list-style-type: none"> ● Lead Strength and Conditioning testing of athletes to build accurate physiological profiles ● Develop tailored Strength and Conditioning training programmes ● Monitor and reassess training plans on a regular basis ● Liaise with coaching staff to maximise the effects of training ● Educate and advise athletes and coaches on areas such as heart rate monitoring, recovery techniques, hydration strategies, overtraining and acclimatisation ● Provide benchmark physiological information to enable long-term athletic development ● Work in collaboration with other sport and exercise professionals such as physiotherapists, dietitians, strength and conditioning coaches, and sport psychologists ● Assist the Head of Sports and Exercise science in creating reports monitoring progress of the athletes
Educational Qualifications
<ul style="list-style-type: none"> ● Graduation (or equivalent qualification) in Sport Science or Strength & Conditioning/ Sports Medicine/ Physiotherapy
Desirable qualifications
<ul style="list-style-type: none"> ● Master's degree in Sport Science/Kinesiology/Physiology/Performance, or related field ● 4 years' experience working as Sports Science staff with a grassroots or professional sports team ● Demonstrate ability to collect, interpret, and deliver training monitoring data (GPS, Heart rate, RPE, Wellness, etc.) ● Experience designing and implementing strength and conditioning or end stage

return to play programs

- Experience working in collaboration with coaches and other support staff
- Proficiency in official languages and ability to interact with international coaches and athletes
- The candidate must be medically fit
- Ability to work in a cross-functional charged up professional environment as team member

2.5.2. Jr. Sports Science Expert

Job responsibilities

- Conduct Strength and Conditioning testing of athletes to build accurate physiological profiles
- Implement Strength and Conditioning training programmes for athletes at the Centre
- Monitor training plans on a regular basis
- Liaise with coaching staff to maximise the effects of training
- Provide benchmark physiological information to enable long-term athletic development
- Work in collaboration with other sport and exercise professionals such as physiotherapists, dietitians, strength and conditioning coaches, and sport psychologists
- Generate data rich reports for each athlete at the centre
- Assist the Head of Sports and Exercise science in creating reports monitoring progress of the athletes

Educational Qualifications

- Graduation (or equivalent qualification) in Sport Science or Strength & Conditioning/ Sports Medicine/ Physiotherapy

Desirable qualifications

- 2 years' experience working as Sports Science staff with a grassroots or professional sports team
- Demonstrate ability to collect, interpret, and deliver training monitoring data (GPS, Heart rate, RPE, Wellness, etc.)
- Experience and implementing strength and conditioning or end stage return to play programs
- Experience working in collaboration with coaches and other support staff
- Proficiency in official languages and ability to interact with international coaches and athletes
- The candidate must be medically fit
- Ability to work in a cross-functional charged up professional environment as team member

2.5.3. Lead Strength & Conditioning Expert

Job responsibilities
<ul style="list-style-type: none"> ● Implement the strategic initiatives of the Sports Medicine Doctor ● Design and implement strength and conditioning programs for rehabilitation ● Implement baseline guidelines for strength and conditioning under supervision of Sports Science doctor and final rehabilitation and discharge post sports injury ● Work in cooperation with the sports science, sports medicine and coaching staff in rehabilitation and strengthening of injured athletes ● Assist in preparing and maintaining reports for athletes' progress and provide recommendations to the coaches on how to improve performance ● Conduct training and upgradation of coaches for implementing strength and conditioning protocols
Educational Qualifications
<ul style="list-style-type: none"> ● Graduation (or equivalent qualification) in Sport Science or Strength & Conditioning/ Sports Medicine/ Physiotherapy
Desirable qualifications
<ul style="list-style-type: none"> ● Masters in Sports and Exercise Science/Sports Science or related field ● ASCA/ CSCS (NSCA) Certificate course in Strength & Conditioning/ fitness trainer level 4 certification from National Skill Development Cooperation of India ● Related work experience at a State/National level sports organisation (Government or Private) ● Participation in District/ State/ National or International level sports competition recognized by sports governing body

2.5.4. Physiotherapist – Grade II

Job responsibilities
<ul style="list-style-type: none"> ● Assisting Sports Science and Sports Medicine staff to prepare athletes both mentally and physically ● Advising about the appropriate stretching and warming up exercises ● Administering massages and applying appropriate strapping and taping techniques to athletes during training and competitions ● Providing first aid if required ● Administering treatment for minor injuries such as bruises, strains and blisters ● Designing and implementing rehabilitation and detox programmes in conjunction with Sports medicine staff ● Advising athletes about nutrition, diet and lifestyle issues ● Collaborating with trainers and coaches on injury prevention programmes ● Documenting the injury record of athletes for Sports Science analysis
Educational Qualifications
<ul style="list-style-type: none"> ● Graduate degree or equivalent in Physiotherapy from any recognized Indian or foreign University
Desirable qualifications

- Minimum 3 years of work experience as Physiotherapist
- Experience as Sports Physiotherapist at a recognized State level / National level sports organization (Govt. or Private)/ teams/players
- Proficiency in official languages and ability to interact with foreign coaches and athletes
- The candidate must be medically fit
- Ability to work in a cross-functional charged up professional environment as team member

2.5.5. Nursing Assistant (Paramedical Staff)

Job responsibilities
<ul style="list-style-type: none"> ● Assist the sports medicine specialist for medical and administrative functioning of the clinic and sports science lab ● Execute nursing duties within the clinic and detention ward ● Execute nursing duties as deputed by DSYS ● Oversee the sanitation and hygiene of the clinic and sports science lab
Educational Qualifications
<ul style="list-style-type: none"> ● 10+2 with nursing/ paramedic diploma from a reputed/recognized institute/ university
Desirable qualifications
<ul style="list-style-type: none"> ● 3 year of experience working as a paramedic/ nursing professional with a recognized hospital/ clinic/ nursing home ● Demonstratable Knowledge of sports medicine and sports science ● Proficiency in official languages and ability to interact with all stakeholders in the State ● The candidate must be medically fit ● Ability to work in a cross-functional charged up professional environment as team member

2.5.6. Sports Science Lab Technician

Job responsibilities
<ul style="list-style-type: none"> ● Implement and document sports science protocols for laboratory testing ● Assume practical responsibility for the laboratory, ensuring good practice by athletes ● Demonstrate practical techniques, processes and operation of equipment and software in laboratory to athletes ● Ensure that the equipment is functioning effectively and safely. Prepare and implement maintenance schedules to meet the OEM requirements ● Service, calibrate and carry out minor maintenance of laboratory equipment. ● Coordinate with Sport Science and Sports medicine staff to ensure smooth functioning of the laboratory procedures ● Assist Jr. Sports Science Specialist in periodical reporting
Educational Qualifications
<ul style="list-style-type: none"> ● 10+2/ Graduation + Diploma in sports/ cardiovascular lab related fields
Desirable qualifications
<ul style="list-style-type: none"> ● 3 years of experience working as a lab technician in a leading laboratory in India/ cardiovascular/ orthopedic rehabilitation fitness testing lab in a superspeciality hospital

- Demonstratable knowledge of exercise science equipment
- Proficiency in official and local languages and ability to interact with all stakeholders in the State
- The candidate must be medically fit
- Ability to work in a cross-functional charged up professional environment as team member

2.5.7. Message Therapist – Grade II

Job responsibilities
<ul style="list-style-type: none"> ● Assisting athletes in a secure and comfortable environment for recovery and rehabilitation using massage therapy ● Implement the direction of the Physiotherapist ● Application of contemporary manipulation techniques according to different sports requirements
Educational Qualifications
<ul style="list-style-type: none"> ● Certificate course in Sports massage therapy from a reputed/ recognized institute
Desirable qualifications
<ul style="list-style-type: none"> ● 3 years' experience of working as a massage therapist ● Proficiency in official languages and ability to interact with all stakeholders in the State ● The candidate must be medically fit ● Ability to work in a cross-functional charged up professional environment as team member

2.6. General conditions

- 2.6.1. In the case of non-availability of qualified personnel for deployment, as suitably justified by the Service Provider to DSYS; DSYS reserves the right to change the type of personnel to be deployed and/or modify/determine the minimum qualifications for any coaches or other manpower to be deployed.
- 2.6.2. The full particulars of the personnel to be deployed by the Service Provider shall be furnished to DSYS along with testimonials before they are actually deployed for the job. The selected Service Provider shall furnish DSYS and/ or the authorized officers the following documents in respect of each Technical Personnel:
- a. Proof of Permanent Address
 - b. Proof of Temporary / Local address.
 - c. One pass-port size photograph.
 - d. Photo ID card provided by the Service Provider.
 - e. Any one of Aadhaar Card/Voter ID Card/Passport/Driving License along with PAN.
 - f. Police verification certificate.
 - g. Certificates of training undertaken by each Technical Personnel
- 2.6.3. The Service Provider shall neither deploy nor withdraw any personnel at any time without approval of DSYS. In case of separation of any existing person due to

resignation/termination/death or any other reason whatsoever the same needs to be substituted as per eligibility criteria.

- 2.6.4. The Service Provider shall ensure that any replacement of the personnel, as required by DSYS for any reason specified or otherwise, shall be effected promptly without any additional cost to DSYS. If the Service Provider wishes to replace any of the personnel, the same shall be done with prior concurrence of DSYS at the Service Provider's own cost.
- 2.6.5. The Service Provider shall ensure that the personnel deployed by it are disciplined and do not indulge in any activity prejudicial to the interest of DSYS. The personnel shall abide by the provisions of law.

2.7. Medical

- 2.7.1. **Medical facilities** - The service provider has to provide all medical facilities to their employees at its own cost and expense.

2.8. Other Terms and Conditions:

- 2.5.1 The successful Service Provider shall deploy its personnel within one month of receiving the work order from DSYS.
- 2.5.2 In case of any loss that might be caused to DSYS due to lapse on the part of the personnel discharging responsibilities, such loss will be borne by the Service Provider and in this connection, DSYS shall have the right to recover the loss including by deducting appropriate amount from the invoice of Service Provider to make good such loss to DSYS besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the Service Provider, DSYS shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever
- 2.5.3 The deployed personnel can avail Leave as under:
- i) Casual/ Sick Leave: 12 days per year (1 day for every month worked)
 - ii) National and Festival Holidays: 7 days per year
- 2.5.4 If the personnel deployed by the Service Provider any time are found absent from duty or found engaged in irregular activities, DSYS shall deduct the requisite amount at the pro-rata rates from the invoice of the Service Provider besides imposition of penalty for non-observance of the terms of contract.
- 2.5.5 The Service Provider shall arrange to maintain the daily attendance record of the personnel deployed by it showing their arrival and departure time. The service provider shall submit to DSYS an attested photocopy of the attendance record and enclose the same with the monthly invoice. Such attendance register shall be supervised/checked by the officer in charge from DSYS.
- 2.5.6 In case of non-compliance/ non-performance of the services according to the terms of the contract, DSYS shall be at liberty to make suitable deductions from the invoice without prejudice to its right under other provisions of the contract.

- 2.5.7 The Service Provider shall be solely liable for all payment/dues of the Workers employed and deployed by it.
- 2.5.8 The decision of DSYS in regard to interpretation of the Special Conditions of Contract and the Agreement shall be final and binding on the service provider.
- 2.5.9 Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference

3. Contract period

- 3.1. The selected agency shall carry out the Scope of Work for a total period of 4 (four) years (“Contract Period”) which may be extended for another mutually agreed upon service period. The Contract agreement will be for 1 year. The Contract will be renewed on year to year basis at the sole discretion of DSYS, subject to annual assessment of the performance.
- 3.2. The Contract Period shall commence from the date of signing of the Agreement.
- 3.3. DSYS shall review the operational performance of the selected Service Provider after 10 months of each Contractual Year (which shall be 12 calendar months calculated from the Commencement Date). On satisfactory result of such review, DSYS will issue a letter to the service provider for continuing the work for the subsequent Contractual Year. If the performance of the service provider is determined to be unsatisfactory by DSYS, the Agreement may be terminated prematurely at the end of the Contractual Year for which performance of the service provider is reviewed.
- 3.4. The contract may be renewed with an increment in the annual fees which will be linked to the average CPI for the quarter immediately prior to the completion date of the contract. The decision to give the increment is at the sole discretion of DSYS.
- 3.5. The Contract value may change annually based on the requirement of technical manpower as given by DSYS. The Service provider has to resubmit the Performance Security (as 10% of the Contract value for the year) to DSYS for each Contractual Year.
- 3.6. If the selected service provider declines to undertake the work for subsequent year, the Performance Security shall be forfeited. In such case DSYS will be free to award the balance tendered work to other service providers at negotiated price (Service charge).
- 3.7. At any point of time or at the end of any year, DSYS can close / rescind the awarded work without any risk and responsibility in case it is observed that work performance is poor or not in the interest of DSYS.

4. Statutory and Legal requirements

4.1. Manpower Deployment:

4.1.1. In respect of all manpower deployed by the service provider for the delivery of services to DSYS, the service provider shall comply with all legislations and rules of State and/or Central Government or other local authority notified from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for professional employed for the works.

4.2. Statutory Laws:

4.2.1. All the prevailing statutory laws and Regulation / Acts and Rules etc. as applicable to this contract shall be complied by the service provider. In case of failure to do so, DSYS may at its discretion ensure compliance directly on its behalf and recover the expenses including penalties from the service provider and/or take such action as deemed fit at its risk and cost.

4.2.2. In case the service provider fails to observe and perform and discharge its / his obligation under the applicable laws, DSYS shall recover from the service provider any cost or expenses that it may have incurred or suffered on account of failure of the service provider.

4.2.3. The service provider shall be fully responsible for his employees with regard to terms of employment / non-employment and conditions of service. DSYS will not be held responsible in any manner whatsoever, in respect of the worker engaged by the service provider for carrying out the job in DSYS.

4.2.4. All the statutory liabilities and obligations should be taken into account while quoting of rate by the service provider and payment to its workers to be made accordingly.

4.2.5. There will be no relationship of Employer – Employee between DSYS and man-power engaged by the service provider under the contract. It shall be the responsibility of service provider to regulate the terms of engagement of the manpower without any liability whatsoever to DSYS.

4.2.6. The service provider shall make his own standing orders for the employees engaged by him & get the same approved through concerned authorities of DSYS.

5. Payment terms:

5.1. The Service Provider shall maintain proper records of his employees' attendance.

5.2. The service provider shall be paid for each category of Manpower at the following rates plus quoted/negotiated Service Charge.

S. No.	Description	Senior Sports Science Expert (a)	Junior Sports Science Expert (b)	Lead Strength & Conditioning Expert (c)	Physiotherapist – Grade II (d)	Nursing Assistant (Paramedical Staff) (e)	Sports Science Lab Technician (f)	Massage Therapist – Grade II (g)	Grand Total
1.	Basic Wages per day.								
2.	VDA per day								
3.	Total per day (Basic + VDA)								
4.	(Basic + VDA) per month (26 days)								
5.	EPF, EDLI & Admn. Charges @ 13 % of # 4 above or as stipulated by Govt. of India from time to time.								
6.	ESI wherever applicable @ 3.25% of # 4 above.								
7.	Bonus as applicable under Amended Payment of Bonus Act, i.e. 8.33% of # 4 above								
8.	Gratuity @ 15 days per year/ @ 4.81% of # 4 above								

9.	Leave/Holidays Salary @ 6.03 % of # 4 above.								
10.	Total cost Per Head/month	₹ 1,50,000 (Consolidated)	₹ 70,000 (Consolidated)	₹ 80,000 (Consolidated)	₹ 80,000 (Consolidated)	₹ 25,000 (Consolidated)	₹ 25,000 (Consolidated)	₹ 25,000 (Consolidated)	
11.	Total Technical Personnel cost	₹ 1,50,000 x 2 Nos. of Coaches (Full-time)	₹ 70,000 x 2 Nos. of Coaches (Part-time)	₹ 80,000 x 1 Nos. of Asst. Coaches (Part-time)	₹ 80,000 x 1 Nos. of Trainers (Full-time)	₹ 25,000 x 2 Nos. of Trainers (Part-time)	₹ 25,000 x 1 Nos. of Asst. Trainers (Full-time)	₹ 25,000 x 4 Nos. of Assistant Trainers (Part-time)	Total = (a + b + c + d + e + f + g) of Row 11

Note:

- i. The required number of manpower is indicative in nature. DSYS reserves the right to revise the requirement at any given point.
 - ii. In addition to the above, GST will be charged on gross monthly billing as per the provisions applicable of GST Act.
 - iii. Applicable Income Tax and GST shall be deducted at source.
- 5.3. The salary of all employees deployed as mentioned in the Appendix- A shall be made through Bank credit by 7th of the succeeding month. The Bank Account particulars of all the Service Providers' employees shall be submitted to DSYS. No cash payment is allowed.
 - 5.4. The Service Provider will keep DSYS indemnified against any claims/disputes arising between the Service Provider and its employees deployed at various locations.
 - 5.5. The Service Provider and the Service Providers' employees shall not be permitted to involve themselves in any type of strike, rally, bandh or dharana or protest held during the contract period and in the event of any such involvement of the Service Provider and their staff in such activities, action will be taken against the Service Provider like removal of the Service Provider from the list/such employees will not be taken further on duty/contract will be terminated and consequential forfeiture of bid security already deposited against the contract.
 - 5.6. The Service Provider shall submit a detailed check list and certificate along with each invoice to the effect that payments have been made to the employees as per the approved wages and acquaintance roll and all laws /obligations have been complied. In order to confirm the correctness of payment, the service provider has to submit adequate documentary proof of payment of wages through Bank, depositing EPF, ESI contribution (wherever applicable) and GST of preceding month to the concerned authority along with invoices.
 - 5.7. The Service Provider shall ensure full compliance with Tax laws of India with regard to the contract and shall be solely responsible for the same. The Service Provider shall submit the copies of acknowledgement as a proof of filing of returns every month/quarter/ year and shall keep the employer fully indemnified against liability of tax, interest, penalty etc. of the Service Provider in respect thereof which may arise.
 - 5.8. In addition to the above, GST as applicable will be paid to the Service Provider on gross monthly invoice amount subject to submission of required proof as per rule. The service provider shall raise the invoice as per GST Act and Rules.
 - 5.9. The Service Provider will submit the invoice to DSYS in every month along with the below mentioned documents:
 - a. attendance record of the employees for the relevant month.
 - b. the wages sheet of the employees for the relevant month

- c. Bank statement for crediting the net wages amount to the individual bank account of the employees.
- d. ESI Deposit (if applicable) of the month preceding the relevant month
- e. GST deposit challan of the month preceding the relevant month
- f. Any other documents required by the statutory authorities
- g. and any other statutory deductions if so will be submitted for the preceding month with the invoice.

Note: The relevant month implies the month for which the invoice is being raised.

The Nodal Officer will verify the attendance and forward the same for onward check-up of Wages Sheet, PF Deposit, ESI Deposit (if applicable), GST Deposit, Bank Payment Sheet and other required documents, and further recommend to DSYS in order to release payment to the Service Provider. The above documents except attendance and Wages Sheet are not applicable for first monthly invoice.

- 5.10. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 5.11. The Performance Security in the final Contractual year shall be released after the submission of the final invoice and NOC by the Nodal Officer
- 5.12. The Income-tax, GST and other statutory dues are required to be deducted from the invoice unless exempted by the concerned Department in favour of the Service Provider mentioning DSYS' work order number and the documentary evidence of such exemption is to be submitted for availing the exemption.

6. Price Revision

There shall be no revision on the final quoted / negotiated service charge provided by the service provider. Escalation/ De-escalation only as per below clauses shall be payable.

7. Liquidated Damages / Penalty Clause:

7.1. In case of loss due to lapse on the part of personnel deployed by the service provider

- 7.1.1. In case of any loss that might be caused to DSYS due to lapse on the part of the personnel discharging their responsibilities, such loss will be borne by the Service provider and in this connection, DSYS shall have the right to recover the loss by deducting appropriate amount from the invoice of service provider to make good such loss to DSYS besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the service provider, DSYS shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

7.2. In case of any loss/theft

- 7.2.1. In case of any loss/theft, the concerned officer from DSYS will consider the circumstances leading to the loss/theft and submit a report to DSYS and for fixing responsibility and if the responsibility is fixed upon the Service provider, the Service provider shall make good the loss within the period specified by DSYS or else deduction of the cost shall be made from the following month's invoice.

7.3. Liquidated Damages / Penalty Clause in case of lapses in duty and breach of contract

- 7.3.1. For any breach of contract, DSYS, shall be entitled to impose a penalty to the extent of INR 5,000/- on the first instance upon the Service provider in the event of breach, violation or contravention of any of the terms and conditions contained herein.
- 7.3.2. If the lapse is repeated, the extent of penalty will be doubled on each such occasion. However, the Service provider can appeal for waiver of penalty to Commissioner-cum-Secretary, DSYS who is the final authority for taking decision in this respect. The decision of DSYS in this regard shall be final and binding upon the Service provider. Some of the instances, in which penalty shall be imposed, are enumerated below. The list is illustrative and non-exhaustive.
- a. The selected Service Provider is supposed to provide the personnel. If the selected Service Provider is not able to provide the required number quantity and quality of personnel, a penalty for shortage of attendance will be imposed
 - b. If the behavior of the personnel is found to be discourteous/disrespectful.
 - c. If any personnel found performing duty, submitting a fake name and address.
 - d. If the personnel are found indulging in unlawful activities.

Moreover, penalty shall be imposed on the Service provider in case of the below deviations:

- a. Wages are not paid in time to the personnel.
 - b. Salary Slip not issued to the personnel deployed by the service provider
 - c. Payment to personnel are made in Cash or by Cheque
- 7.3.3. Violation of any of the terms and conditions of the contract shall lead to deduction from the total amount of invoice for the month. Such deductions, however, shall be limited to a maximum of 10% of the total amount of invoice for the month. When the maximum limit of deduction is reached, DSYS at its discretion, may also terminate the contract, by issuing a notice 30 days prior to such termination.

7.4. In the event of delay in manpower deployment

- 7.4.1. In the event that required manpower (or part thereof) is not deployed within the timeframe as intimated, DSYS, at its discretion can terminate the contract, alongside forfeiture of the Service Provider's Performance Security.
- 7.4.2. Liquidated damages/Penalty shall be levied with applicable GST. Invoice for such damages/penalty recovered shall be issued by DSYS.

8. Taxes & Duties

8.1. Indirect Taxes

- A) The Service provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order/ Agreement . In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of DSYS subject to submission of documentary evidence to the satisfaction of DSYS.
- B) In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service provider shall deposit the same to the appropriate Authority which shall be reimbursed by DSYS on actuals and upon submission of documents evidencing such payment.
- C) Obligations relating to Goods and Services Tax (GST)
- i) The service provider should have registration under GST Acts
 - ii) The service provider has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
 - iii) The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;
 - a. Name, address and Goods and Services Tax Identification Number of the Supplier;
 - b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolised as “-” and “/” respectively, and any combination thereof, unique for a financial year;
 - c. Date of its issue;
 - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
 - e. Harmonised System of Nomenclature code for goods or SAC code for services
 - f. Description of goods or services;
 - g. Total value of supply of goods or services or both;
 - h. Taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
 - i. Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - j. Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);

- k. Whether the tax is payable on reverse charge basis; and
 - l. Signature or digital signature of the supplier or his authorized representative.
- iv) The service provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to DSYS and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time, so as to make DSYS enable to take Input Tax Credit (ITC) of the GST amount paid against those invoices.
 - v) If due to any reason attributable to the service provider, Input credit of the GST amount paid on Invoices raised by the service provider is not available to DSYS/denied by the dept. then the same will be recovered from the payments of the service provider or the service provider has to deposit an equivalent amount.
 - vi) The service provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
 - vii) The service provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
 - viii) The service provider hereby undertakes to indemnify DSYS, from any liabilities arising in future due to noncompliance by the service provider of the GST Acts, Rules and any other Acts currently in force and applicable to the service provider in relation to the job assigned to the service provider by DSYS.

8.2. Direct Taxes

TDS as applicable shall be deducted under Income Tax Act,1961 and certificate of deduction shall be provided by DSYS to the Service provider in accordance with the provisions of Income Tax Act,1961.

Annexure 2A: Proforma of the Agreement to be Signed between DSYS and the Service Provider

Ref: [•]

This Agreement (hereinafter called the “Agreement”) is made on this [•] day of the month of [month], [year].

BETWEEN

Sports & Youth Services Department, Govt. of Odisha, having its office at C-1, Nayapalli, Bhubaneswar-751012 (hereinafter referred to as “DSYS”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the first part.

AND

M/s. [•], a company incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office at [•] (hereinafter referred to as the “service provider” which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the other part.

WHEREAS

- i) the service provider, in the ordinary course of its business, is engaged in providing [•] services to its clients, and have represented to DSYS through their bid(s), against RFP No. SYS-CSS-CSSP-0002-2021-767 dated January 29, 2021 (hereinafter called the “Tender”) for Providing Sports Science Manpower for Khelo India State Centre of Excellence, Odisha;
- ii) on the basis of the said Tender, DSYS has adjudged the service provider as a successful Bidder and issued Letter of Award (LOA) No. [•] dated [•] for the same;
- iii) the service provider has agreed through their letter of acknowledgement vide letter No. [•] dated [•] to perform and undertake the scope of work as described in the Tender;
- iv) the service provider is being engaged to provide the required services for a period of [•] years on the terms and conditions set forth in this contract;

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The mutual rights and obligations of the service provider and DSYS shall be as set forth in this contract, in particular:

- (a) The service provider shall provide out the services in accordance with the provisions of this contract; and
- (b) DSYS shall make payments to the service provider in accordance with the provisions of this contract.

1. Conditions of Contract

- (a) Contract Period: <include relevant clauses from SCC>
- (b) Payment Terms: <include details related to the final quoted /negotiated prices>
- (c) The Agreement shall be governed by the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement
- (d) This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement
- (e) All the terms and conditions as per the RFP No. SYS-CSS-CSSP-0002-2021-767 dated January 29, 2021 (including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their respective authorized representatives on the day and year first before written.

For and on behalf of DSYS (Authorized Representative)	For and on behalf of M/s. (Authorized Signatory)
Name:	Name:
Designation:	Designation:
Sports & Youth Services Department	Name of the service provider:
C-1, Nayapalli, Bhubaneswar-751012	Address:
In presence of the following witnesses	
Name:	Name:
Designation:	Designation:
Sports & Youth Services Department	Name of the service provider:
C-1, Nayapalli, Bhubaneswar-751012	Address:

Annexure 3: 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 RFP no. RFP No. SYS-CSS-CSSP-0002-2021-767 dated January 29, 2021 published by the Sports & Youth Services Department, Govt. of Odisha for Providing Sports Science Manpower for Khelo India State Centre of Excellence, Odisha, 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 2021.

For

Witnesses

..... 1.
(Signature, name, designation and address)

2.

Accepted

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

Annexure 4: Financial Bid Format

#	Description	% in word	% in figure
1	Service Charge as % of the deployed Total Technical Personnel Cost (Sl. No. 5.2 of Special Conditions of Contract)	To be quoted	To be quoted

Note:

- I) In case of disagreement between price in figure and word, price in words will prevail over price in figure.
- II) Service Charge quoted by the Bidder shall cover profit, insurance, medical expenses, admin expenses, contingency, interest cost (if any), other service benefits of all employees such as casual leave, sick leave, holiday wages and any other cost that the Bidder envisages.

Signature of the Bidder with seal

Annexure 5: Declaration by the Bidder

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

Date: _____

Sub: Tender No. _____

In response to the Tender Document above stated, I/We hereby declare and solemnly swear that our Company / firm _____ is not banned/blacklisted as on date by any competent court of Law, forum or any State Government or Central Government or their agencies or by any statutory entities or any PSUs.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the ongoing Contract.

In addition to the disqualification our concern/entity may be banned/blacklisted.

AND, that I/We, shall have no right whatsoever, to claim for consideration of my/our bid at any stage and the money deposited in the form of EMD shall be liable for forfeiture in full, and the tender, if any to the extent accepted may be cancelled.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

Annexure 6: Check-list for the Technical Bid

(to be enclosed with the Technical Bid)

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

Sl. No.	Qualification Requirement	Complied	Documents
1	Power of Attorney - Annexure 3		
2	Proof of payment of Bid Processing Fee		
3	Proof of payment of EMD/ documents related- to exemption from the same		
4	Declaration by the Bidder - Annexure 5		
5	Signed copy of check list with seal - Annexure 6		
6	Bank details – Annexure 7		
7	Documents towards fulfillment of Technical Evaluation Criteria as per Clause 8		
8	Integrity Pact – Annexure 9		
9	Tender Submission Letter – Annexure 10		

Date

Signature of the Authorized
Signatory of the Bidder with Seal

Annexure 7: Mandate Form - on the letterhead of the Bidder

To

Sports & Youth Services Department, Govt of Odisha

C-1, Nayapalli, Bhubaneswar, Odisha – 751012

Sub: Mandate for payment through electronic mode i.e. EFT/NEFT/RTGS

Dear Sir,

We are hereby giving our consent to get all our payments due from Sports & Youth Services Department through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

(Please furnish the information in capital letter)

1. Name of the Bidder
2. Address of the Bidder

PIN Code			
IT PAN			
e-mail Id		Mobile No	
Phone		FAX No	

3. Bank Particulars

Bank Name					
Branch Name					
Branch Place					
Account No.					
Account Type	Saving/Current/Cash Credit		Branch State		
RTGS Enable	Yes/No	NEFT Enabled	Yes/No	Core-Bank Enabled *	Yes/No
Branch Code		MICR Code		IFSC Code	

* In case of Bidders having Bank account in Andhra Bank

4. Effective Date

We hereby declare that the particulars furnished are correct & complete. If any transaction is delayed or not effected for incomplete/incorrect information/any other technical reasons, we will not hold DSYS Ltd. responsible.

Date

Signature of the Authorized Signatory of the Bidder with Seal

Certified that the Bank particulars furnished are correct as per our record.

Date:

Signature of the Bank with seal

Annexure 8: Format for Performance Security

(To be executed on INR 100/- non-judicial stamp paper)

B.G. No.

Dated:

WHEREAS:

- (A) (“AGENCY”) and Sports & Youth Services Department having its office at C-1, Nayapalli, Bhubaneswar – 751 012 (“DSYS”) has issued a Letter of Award (LOA) dated (the “LOA”) whereby DSYS has agreed to engage the Agency for (the “agreement”).
- (B) The LOA requires the AGENCY to furnish a Performance Security to DSYS of a sum of INR _____/- (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the AGREEMENT, for a period of _____(the “Guarantee Period”).
- (C) We, through our branch at (Bhubaneswar) (the “Bank”) have agreed to furnish this bank guarantee (“Bank Guarantee”) as Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:
1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to DSYS upon occurrence of any failure or default in due and faithful performance of all or any of the AGENCY’s obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as DSYS shall claim, without DSYS being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
 2. A letter from DSYS that the AGENCY has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that DSYS shall be the sole judge as to whether the AGENCY is in default in due and faithful performance of its obligations under the agreement and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any difference between DSYS and the Agency, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Agency for any reason whatsoever.

3. In order to give effect to this Bank Guarantee, DSYS shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for DSYS to proceed against the Agency before presenting to the Bank its demand under this Bank Guarantee.
5. DSYS shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the AGENCY contained in the agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by DSYS against the AGENCY, and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/ or the securities available to DSYS, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by DSYS of the liberty with reference to the matters aforesaid or by reason of time being given to the AGENCY or any other forbearance, indulgence, act or omission on the part of DSYS or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by DSYS in respect of, or relating to, the agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Agency under the agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by DSYS on the Bank under this Bank Guarantee no later than twelve (12) months from the date of expiry of the Guarantee Period, all rights of DSYS under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Bank undertakes not to revoke this Bank Guarantee during its validity, except with the previous express consent of DSYS in writing, and declares and warrants that it has the power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.

9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of DSYS that the envelope was so posted shall be conclusive.
10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by DSYS pursuant to the provisions of the agreement.
11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.
12. Notwithstanding anything contained herein:
- i) Our liability under this Bank Guarantee shall not exceed INR
 - ii) The Bank Guarantee shall be valid up to (“Expiry Date including claim period” of the Bank Guarantee).
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before (Claim Period of the Bank Guarantee) at our Branch at _____ Bhubaneswar.
 - iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relived and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.
13. The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary’s advising bank

Signed and Delivered by _____ Bank By the hand of Mr./ Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

NOTE:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power of Attorney No.....

Date.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS) (1)

Signature.....

Full Name.....

(2)

Signature.....

Full Name.....

Annexure 9: Integrity Pact

Integrity Pact

Between

Sports & Youth Services Department, Govt of Odisha (DSYS) hereinafter referred to as "**The Principal**",

and

..... hereinafter referred to as "**The Bidder/ Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, Contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

Section 1 - Commitments of the Principal

- 1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the Contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- 2 If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 1 The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the

following principles during participation in the tender process and during the Contract execution.

- a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the Contract or to any third person any material or other benefit which he/ s he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.
 - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative must be in Indian Rupees only.
 - e) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the Guidelines on Banning of business dealings in the manual of DSYS.

Section 4 - Compensation for Damages

- 1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2 If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Security.

Section 5 - Previous transgression

- 1 The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in Guidelines on Banning of business dealings in the manual of DSYS.

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

- 1 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3 The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer, DSYS.

Section 8 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the Contract, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the Bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD/ Chairman/ CMD of DSYS.

Section 9 - Other provisions

- 1 This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Bhubaneswar.
- 2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5 In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

 (For & On behalf of the Principal)
 (Office Seal)

 (For & On behalf of the Bidder/Contractor)
 (Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

Annexure 10: Tender Submission Letter

To

Special Secretary
Sports & Youth Services Department (DSYS),
Government of Odisha
C-1, Nayapalli,
Bhubaneswar – 751012

Sub: 'Providing Sports Science Manpower for Khelo India State Centre of Excellence, Odisha '

Ref: RFP No. SYS-CSS-CSSP-0002-2021-767 dated January 29, 2021

I/ We, the undersigned, offer to provide the above services to DSYS. We are hereby submitting our bid, in a sealed envelope.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) I/We have read carefully the terms and conditions of the tender document attached hereto and hereby agree to abide by the said terms and conditions.
- (c) The bid is unconditional.
- (d) I/We undertake that documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (e) We shall make available to DSYS any additional information it may find necessary or require to clarify, supplement or authenticate the Bid.
- (f) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between DSYS and us subject to the modifications, as may be mutually agreed to, between DSYS and us.
- (g) We agree to keep this bid valid for acceptance for a period of one hundred twenty (120) days from the date of opening the bid.

We understand that DSYS is not bound to accept any tender that DSYS receives.

Yours faithfully,

Authorised Signatory
(with Name, Designation, Contact no. and Seal)
Note: On the Letterhead of the Bidder.

Annexure A: Format for Pre-Proposal Queries

To,
Special Secretary
Sports & Youth Services Department,
Govt. of Odisha,
C-1 Nayapalli,
Bhubaneswar 751012.

Sub: Providing Sports Science Manpower for Khelo India State Centre of Excellence, Odisha

Ref: RFP No. SYS-CSS-CSSP-0002-2021-767 dated January 29, 2021

Dear ...

The following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject RFP. These Clarifications are exhaustive.

S.No.	Clause No. and Page reference	RFP text	Query
1			
2			
...			

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)

Note:
On the Letterhead of the Bidder.