



Reference No: SYS-IT-IT-0016-2022/24623/SYS,

Dated: 17/12/2022

*RFP for Engagement of a Public Relations & Communications Agency for  
Sports & Youth Services Department, Government of Odisha*

17 December 2022

**Sports and Youth Services Department, Government of Odisha**  
Kalinga Stadium, Nayapalli, Bhubaneswar – 751012

## Contents

A.	Notice for Request for Proposal	2
B.	Disclaimer	4
C.	Abbreviations	7
D.	Definitions and Interpretations	8
E.	Instructions to Bidders	10
F.	Eligibility Criteria	14
G.	Evaluation Criteria	15
H.	Terms of Reference	18
I.	List of Annexures	22
	Annexure-I: Tender Submission Letter	23
	Annexure-II: Bidder’s Authorization Certificate	24
	Annexure-III: Proforma for Affidavit	25
	Annexure-IV: Information on Bidder’s Organisation	26
	Annexure-V: Format for Financial Capacity	27
	Annexure-VI: Relevant Experience & CVs of Key Personnel	28
	Annexure-VII Power of Attorney	29
	Annexure-VIII: Financial Proposal Form	31
	Annexure-IX: Draft Form of Contract	32
J.	Contract	34
1.	General Provisions	35
2.	Commencement, Completion, Modification and Termination of Contract	38
3.	Obligations of the PRA	41
4.	Public Relations & Communications Agency	44
5.	Obligations of the “Employer”	45
6.	Payments to the PRA	46
7.	Fairness and good Faith	46
8.	Operation of the Contract:	47
9.	Settlement of Disputes	47
10.	Liquidated damages and Penalties	47
11.	Miscellaneous Provisions:	47
	Annexure X – Performance Bank Guarantee	51
	Annexure XI: Format for Bid Security Declaration	53

## A. Notice for Request for Proposal

Sports and Youth Services Department, Government of Odisha  
Kalinga Stadium, Nayapalli, Bhubaneswar – 751012

Reference No: SYS-IT-IT-0016-2022/24623/SYS,

Dated: 17/12/2022

Sports and Youth Services Department, Government of Odisha, invites Bids under two bid-basis i.e., Technical Bid and Financial Bid from Agencies for ***‘Engagement of a Public Relations & Communications Agency’ for Sports & Youth Services Department, Government of Odisha***

Sl. No	Information	Details
1	Name of RFP	RFP for Engagement of PR & Communications Agency for Sport & Youth Services Department, Government of Odisha
2	Type of RFP	Open Tender
3	Mode of tendering	E-tender
4	Bid Due Date	Date: 26-December-2022; Time: 4:00 pm
5	Opening of Technical Bid	Date: 26-December-2022; Time: 5:00 pm
6	Opening of Financial Bid	To be informed to the Technically Qualified Bidders
7	Tender Document Cost (non-refundable) including GST	Amount: INR 15,000 (Rupees Fifteen Thousand only) plus GST @18% Payable in DD/ Banker's Cheque only in favour of 'Joint Secretary, Sports and Youth Services Department, Government of Odisha' payable at Bhubaneswar. DD should reach DSYS, Government of Odisha (Addressed to: Sports and Youth Services Department, Government of Odisha, Kalinga Stadium, Nayapalli, Bhubaneswar, Odisha - 751012) on or before the Bid Due Date by registered post/ courier.
8	Earnest Money Deposit (EMD)	BID SECURITY DECLARATION in prescribed format. (Annexure XI) duly filled in properly by the bidder to be submitted along with bid document

The interested bidders should submit their bids only in the e-tender portal <https://tendersodisha.gov.in/>. Sports and Youth Services Department, Government of Odisha 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.

Sd/-  
Joint Secretary, DSYS  
Government of Odisha

## Data Sheet

Sl. No.	Activity Description	Details
1	RFP No. and Date of Availability of RFP	Reference No: SYS-IT-IT-0016-2022/24623/SYS, Dated: 17/12/2022
2	Proposal Due Date (Online)	26 December 2022, 4:00 PM.
3	Technical Proposal Opening Date	26 December 2022, 5:00 PM.
4	Technical Presentation	To be communicated to eligible bidders
5	Financial Proposal Opening	To be communicated later
6	Signing of Agreement	Within 7 days of acceptance of LOA
7	Office Address - Venue for opening and evaluation of Bids	Sports and Youth Services Department, Government of Odisha, Kalinga Stadium, Nayapalli, Bhubaneswar – 751012
8	Contact Details	Shri Kailash Chandra Das, Joint Secretary, Sports and Youth Services Department, Government of Odisha. Email ID: <a href="mailto:tender.sportsdepartment@gmail.com">tender.sportsdepartment@gmail.com</a>
9	Tender Documents on Website	<a href="https://tendersodisha.gov.in/">https://tendersodisha.gov.in/</a> <a href="https://department.sportsodisha.gov.in/">https://department.sportsodisha.gov.in/</a>
10	Method of Selection	<b>Quality and Cost Based System (QCBS) (70:30)</b>
11	Bid Validity Period	180 Days

## **B. Disclaimer**

1. This Request for Proposal (“RFP”) is neither an agreement nor an offer by Sports and Youth Services Department, Government of Odisha 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.
2. This RFP includes statements, which reflect various assumptions and assessments arrived at by Sports and Youth Services Department, Government of Odisha. 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 Sports and Youth Services Department, Government of Odisha 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. 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. Sports and Youth Services Department, Government of Odisha accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. Sports and Youth Services Department, Government of Odisha, 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.
5. Neither Sports and Youth Services Department, Government of Odisha nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP. Sports and Youth Services Department, Government of Odisha 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.
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 Sports and Youth Services Department, Government of Odisha immediately at the following address:

Sports and Youth Services Department, Government of Odisha,  
**Kalinga Stadium, Nayapalli, Bhubaneswar, Odisha - 751012**  
Email: [tender.sportsdepartment@gmail.com](mailto:tender.sportsdepartment@gmail.com)

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.
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.
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 always kept confidential by such party and its professional advisors.
10. Sports and Youth Services Department, Government of Odisha may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in the RFP documents at any time during the RFP process. Agencies are expected to keep track of the same on the portal.
11. The bidders or any third party may not object to such changes/ modifications/ additions/ alterations as provided in Clause 10 above, explicitly or implicitly. Any such objection by the bidder shall make the bidder's bid liable for rejection by Sports and Youth Services Department, Government of Odisha. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of Sports and Youth Services Department, Government of Odisha with respect to this RFP.
12. Sports and Youth Services Department, Government of Odisha 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 Sports and Youth Services Department, Government of Odisha shall be final and binding in this regard.
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 Sports and Youth Services Department,

Government of Odisha. 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. Sports and Youth Services Department, Government of Odisha's decision in this regard shall be final and binding on the bidder.

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.
15. The Applicant is responsible for paying all expenses incurred in connection with or related to the preparation and submission of its Bid, including but not limited to preparation, copying, postage, delivery fees, costs related to any demonstrations or presentations that may be required by Sports & Youth Services Department. Regardless of the conduct or result of the selection process, all such costs and expenses shall remain the responsibility of the Applicant, and the Sports & Youth Services Department shall not be responsible in any way for them or for any other costs or expenses incurred by an Applicant in connection with the preparation for submission of the Bid.
16. The bid is not transferable.

### C. Abbreviations

BG	Bank Guarantee
DSYS	Sports and Youth Services Department, Government of Odisha
EMD	Earnest Money Deposit
FIH	International Hockey Federation
FY	Financial Year
GST	Goods and Services Tax
GSTIN	GST Identification Number
HI	Hockey India
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



## D. 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.

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 Sports and Youth Services Department, Government of Odisha or to the Bidders;
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;
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 Sports and Youth Services Department, Government of Odisha and the Financial Bid, submitted strictly in the formats provided by Sports and Youth Services Department, Government of Odisha. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by Sports and Youth Services Department, Government of Odisha;
4. **“Bidder”** or **“bidder”** or **“Agency”** or **“agency”** designates an Agency which has made a proposal, a tender or a bid with the aim of concluding a Service Order/ Agreement with Sports and Youth Services Department, Government of Odisha;
5. **“RFP Process”** or **“Bidding Process”** means the process governing the submission and evaluation of the Bids as set out in the RFP itself;
6. **“Bid Due Date”** shall mean the last date for submission of bids, as given in Sl. No. 6 of the Schedule of the RFP. No bids shall be accepted after the Bid Due Date;
7. **“Bid Processing Fee”** shall be the amount the bidder shall pay to Sports and Youth Services Department, Government of Odisha 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.
8. **“EMD”** means the amount submitted by a Bidder to Sports and Youth Services Department, Government of Odisha for participating in the Bidding Process, in terms of the below clause.
  - There is no provision of Earnest Money Deposit (EMD)/Bid Security as per office memorandum no. 8943 dated 18.03.2021 of Finance Department, Govt. Of Odisha In lieu of which, the bidder is required to submit BID SECURITY DECLARATION in prescribed

format (Annexure XI) duly filled in properly along with the bid document failing which the tender is liable for rejection. Also, if the bidders withdraw or modify their bids during the period of validity, they will be suspended for the time specified in the tender document (Ref: Above memorandum no. 8943 Dt. 18.03.21). Any bidder that does not submit the Bid Security Declaration shall be rejected by DSYS as non-responsive.

9. **“Bid Validity Period”** 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 Sports and Youth Services Department, Government of Odisha
10. **“Financial Year”** means the 12-month period from 1st April to 31st March corresponding to the audited annual accounts;
11. **“Letter of Award (LOA)”** means the official written intimation by Sports and Youth Services Department, Government of Odisha notifying the Preferred Bidder/ Service provider that the work has been awarded in its favour as per the terms and conditions mentioned therein;
12. **“Net Worth”** shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
13. **“Request for Proposal”** or **“RFP”** or **“RFP Document”** or **“RFP Paper”** or **“RFP Documents”** or **“Bid Documents”** means documents issued by Sports and Youth Services Department, Government of Odisha vide RFP No. for Engagement of PR & Communications Agency for Sports and Youth Services Department, Government of Odisha 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 Sports and Youth Services Department, Government of Odisha 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);
14. **“Related Party”** shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
15. **“Turnover”** shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.
16. **“Sports and Youth Services Department, Government of Odisha”** or **“DSYS, Government of Odisha”** shall mean the Sports and Youth Services Department, Government of Odisha, having its office at Kalinga Stadium, Bhubaneswar. 751012

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.

## E. Instructions to Bidders

1. **Cost of Bid:** 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 Sports and Youth Services Department, Government of Odisha or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and Sports and Youth Services Department, Government of Odisha 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.
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.
3. The bidder shall not make or cause to be made by any alteration, erasure, or obliteration to the text of the RFP document.
4. The bid documents shall be shared with the agencies via the portal and DSYS, Government of Odisha website. 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.
5. **Consortiums / Joint Ventures (JVs) are NOT allowed.** Proposals from Bidders, applying individually shall be considered for evaluation. Firms applying in consortium / joint venture shall be summarily rejected. Firms/Agencies desirous of participating in this Bid should not have been debarred/blacklisted by any Government agency.
6. **Preparation of Bids**
  - 6.1 **Language:** Bids and all accompanying documents shall be in the English language. In case any accompanying materials are in other languages, an English Translation shall accompany it. The English version shall prevail in matters of interpretation which is notarized by component authority.
  - 6.2 **Form of Bid:** The form of a bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.
  - 6.3 **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian National Rupee (₹ / Rs.), and payment under this contract will be made in Indian National Rupee (₹ / Rs.)
7. **Format and Signing of Bid**
  - 7.1 The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder.

- 7.2 The bid shall contain no alternations, omissions, or additions except those to comply with an instruction issued by Sports and Youth Services Department, Government of Odisha or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed by the person signing the bid.
- 7.3 The proposal shall be properly bound, indexed, and serially numbered.

**8. Submission of Bids**

- 8.1 The bidder shall submit their offer under two bid-basis. Technical Bid (Online bid). The Financial Bid shall be submitted on the e-tender portal only as per the schedule. The Bids that are submitted beyond the stipulated date and time under any circumstances whatsoever will not be considered.

**9. Late and Delayed Bids:**

- 9.1 Bids must be received no later than the date and time stipulated in the RFP document. DSYS, Government of Odisha may, at its discretion, extend the deadline for submission of bids in which case all rights and DSYS, Government of Odisha and the bidder will be the same.
- 9.2 Any bid received by DSYS, Government of Odisha after the deadline for submission of bids, as stipulated above, shall not be considered.

**10. 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 Sports and Youth Services Department, Government of Odisha;
- iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP documents or furnished by or on behalf of Sports and Youth Services Department, Government of Odisha 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 Sports and Youth Services Department, Government of Odisha) 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 Sports and Youth Services Department, Government of Odisha;
- vi) agreed to be bound by the undertakings provided by it under and in terms;

Sports and Youth Services Department, Government of Odisha 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 Sports and Youth Services Department, Government of Odisha.

## 11. Opening and Evaluation of Technical Bid

- 11.1 Technical Bids will be opened in the presence of the bidders' representatives who choose to attend at the appointed place and time.
- 11.2 The Technical Bid of the bidder would be evaluated as per the evaluation criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, Sports and Youth Services Department, Government of Odisha reserves the right to seek clarification/documents from the bidders if Sports and Youth Services Department, Government of Odisha considers it necessary for proper assessment of the bid.
- 11.3 The Technical Bids will be evaluated based on eligibility criteria and only those Bidders whose Technical Proposals get a score of minimum **70 (seventy) marks** or more out of **100 (one hundred)** shall qualify for financial bid opening and shall be ranked from highest to the lowest based on their technical score (St).

## 12. Opening of Financial Bid and Final Evaluation

- 12.1 The Financial Bids of the technically qualified bidders shall be opened in the presence of such bidders' representatives who choose to attend.
- 12.2 The selection of the bidder shall be based on the QCBS method in which weightage of the Technical score shall be 70% and weightage of the Financial score shall be 30%.
- 12.3 The lowest quoted Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The financial scores of other Proposals will be computed as follows:
- $$Sf = 100 \times Fm/F$$
- (F = amount of Financial Proposal)
- 12.4 Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores as follows:
- $$S = St \times 70\% + Sf \times 30\%$$
- 12.5 The Bidder having the highest combined score shall be the Successful Bidder.
- 12.6 In case of significant variation in the financial quote DSYS, Government of Odisha reserves the right to negotiate the rate or annul the tendering process.
- 12.7 The Department of Sports and Youth Services, Government of Odisha reserves the right to increase or decrease the scope, as well as the deployment of manpower resources at the time of signing of the contract, or during the execution stage based on mutual discussion and agreement.
- 12.8 Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the LOA. In such an event, Sports and Youth Services Department, Government of Odisha reserves the right to,
- invite the second-ranked bidder and negotiate upon the following scenario, or
  - take any such measure as may be deemed fit in the sole discretion of Sports and Youth Services Department, including annulment of the Bidding Process.

## 13. Right to accept any Bid and to reject any or all bids

- 13.1 Sports and Youth Services Department, Government of Odisha 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.

- 13.2 Sports and Youth Services Department, Government of Odisha 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.
- 13.3 Sports and Youth Services Department, Government of Odisha 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.

#### **14. Award of Contract**

- 14.1 Sports and Youth Services Department, Government of Odisha will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.
- 14.2 Sports and Youth Services Department, Government of Odisha will communicate the outcome to the Successful Bidder by mail confirmed by letter transmitted by registered/speed post that its bid has been accepted. This letter (hereinafter and in the condition of contract called the “Letter of Award”) shall prescribe the amount which Sports and Youth Services Department, Government of Odisha will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.
- 14.3 The Successful Bidder will be required to commence the assignment at the earliest, as communicated by Sports and Youth Services Department, Government of Odisha in this regard.
- 14.4 The Successful Bidder will be required to execute the contract for the services within a period of 7 days from the date of issue of Letter of Award.

#### **15. Engagement Duration**

- 15.1 The engagement shall be for a duration of 1 year (12 months). The engagement can be extended for 2 years on year-to-year basis, subject to assessment of the performance of the Service Provider

#### **16. Performance Security**

- 16.1 The Successful Bidder shall be required to furnish a Performance Security prior to sign the contract (for an amount which is **3% of total project cost/contract value**) in the form of Bank Guarantee from a scheduled Bank in an acceptable form in favor of **Sports and Youth Services Department, Government of Odisha,** payable at **Bhubaneswar**. The Performance Security shall be valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended, further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly. The format for BG for Performance Security is provided at Annexure – X.
- 16.2 Failure of the Successful Bidder to comply with the requirements of the above clauses shall constitute sufficient grounds or the annulment of the award and other actions as deemed necessary.

## F. Eligibility Criteria

Bidders must carefully read the conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following Minimum Eligibility Criteria:

Criteria	Requirements	Documentary Evidence
Legal Entity	For the purpose of this invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act, 1956 or 2013 or a Partnership Firm registered under the Limited Liability Partnership Act of 2008 or Indian Partnership Act, 1932.	Certificate of Registration/ Incorporation (s)
Bidder Experience	<ul style="list-style-type: none"> <li>The bidder should demonstrate past experience of providing services for PR, Communications, Print &amp; Digital Media to Central / State Government Departments / Agencies / Boards / Corporations / Sports Events / Sports Federations etc. in India for at least last 5 years.</li> <li>In the last 05 years, the bidder should have provided services to at least 3 unique clients in PR &amp; Communication /Digital Media/ Electronic Media Promotion activities.</li> </ul>	Agreement / Work order /Completion Certificate clearly indicating the project / assignment duration and contract value of the project.
Financial Capacity	The average annual turnover of the bidder should be minimum of INR 2 Crore in the last 05 (five) financial years (i.e., FY- 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22) from services from Public Relation / Communications, Print and Digital Media Promotion activities.	Certificate from statutory auditor/audited financial statements for previous five financial years. Details to be provided as per Annexure V
Other Criteria	The Bidder should have valid PAN and GSTIN registration.	<ul style="list-style-type: none"> <li>Copy of PAN</li> <li>Copy of GST registration certificate</li> </ul>

## G. Evaluation Criteria

The bidders that meet the minimal eligibility requirements will be taken into consideration for further evaluation. The following pre-established criteria will be used to evaluate the technical bids submitted by qualifying bidders. The bidders are urged to include all necessary supporting documentation in accordance with the schedule outlined in this RfP.

Sl. No	Criteria	Max Marks	Document/Evidence Required
<b>Experience of the Agency (40 marks)</b>			
1	<p>Number of years of experience in providing PR, Communications and Digital Media Outreach Services to Central / State / Local Government Agencies / Boards / Corporations, International / National Sporting Leagues / competitions or sports events recognized by concerned Federation / Government / National Sports Federations (as of 31st October 2022)</p> <ul style="list-style-type: none"> <li>• 5-7 years: 10 marks</li> <li>• &gt;7 years to 10 years: 15 marks</li> <li>• 10+ years: 20 marks</li> </ul>	20	Copy of Work Order / Purchase Order / Agreement / Client Certificate clearly indicating the project start date and duration of engagement
2	<p>Experience of the Agency in providing PR &amp; Communication Services in sports sector in the last 10 years, with a min. contract value of INR 20 lakh (tax exclusive), covering:</p> <ol style="list-style-type: none"> <li>a. International/National sporting leagues/ competitions or</li> <li>b. Sports projects recognized by concerned Federation / Association or</li> <li>c. Central or State Sports Departments / Authorities / Agencies</li> <li>d. International / National Sports Federations</li> </ol> <ul style="list-style-type: none"> <li>• Up to 4 Projects – 5 Marks</li> <li>• 5 Projects – 10 Marks</li> <li>• 6 Projects – 15 Marks</li> <li>• 7 or more Projects – 20 Marks</li> </ul>	20	Copy of Work Order / Purchase Order / Agreement / Client Certificate clearly indicating the project contract value and duration of engagement. Extension on an existing work order for a single client shall be considered as one project / assignment.
<b>Financial Strength of the Agency (20 marks)</b>			
3	<p>Average Annual Turnover of the bidder in the last 5 (five) Financial Years is: (FY 2017-18, 2018-19, 2019-20, FY 2020-21, and FY 2021-22)</p> <ul style="list-style-type: none"> <li>• &gt; = INR 2 Crore up to &lt; 4 Crore – 5</li> </ul>	20	<ul style="list-style-type: none"> <li>• Copies of turnover certificate from Statutory Auditor (as per Annexure V) &amp; audited financial statements</li> <li>• In case the audited financial</li> </ul>



Sl. No	Criteria	Max Marks	Document/Evidence Required
	<ul style="list-style-type: none"> <li>marks</li> <li>• &gt; = INR 4 Crore up to &lt; 6 Crore – 10 marks</li> <li>• &gt; = INR 6 Crore up to &lt; 8 Crore – 15 marks</li> <li>• &gt; = INR 8 Crore - 20 marks</li> </ul>		statements of the last financial year are not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor.
<b>Technical Presentation (40 Marks)</b>			
4	<ul style="list-style-type: none"> <li>• Approach/ Methodology/ Work plan – 10 marks</li> <li>• Profiles of the firm's leadership team and proposed team members for the assignment – 5 marks</li> <li>• Proposed Innovative approaches for using non -traditional channels for activation, promotion and maximizing outreach – 5 marks</li> <li>• Organizational expertise proposed for Media Management and Influencer Marketing – 5 marks</li> <li>• Proposed Framework for engagement analysis across various channels – 5 marks</li> <li>• Presence in metro and non-metro cities in India along with key staff – 5 marks</li> <li>• Initiatives followed at the existing/ previous projects – 5 marks</li> </ul>	40	Technical Presentation shall be made by the eligible bidders

**Note:** Technical Presentation should not include any financial details.

The following resources are expected to be deployed full time at Bhubaneswar, fulfilling the requirements below:

No.	Resource criteria	No of Resources	Particulars
1	Team Member 01 – PR & Communications Head	1	Min. 7 years' experience, holding a Master's/Post-graduation in Public Relations/Mass Communication / Journalism from recognized university with relevant project experience in 3 different central/state government entities/sports organizations (Minimum duration of 6 months for each engagement) handling digital, electronic, and

No.	Resource criteria	No of Resources	Particulars
			print media assignments. The proposed team member should have executed at least one assignment (of duration of one year) as a PR & Communications Head
2	Team Member 02 – Senior PR Consultant	1	Min. 5 years' experience, holding a Master/Post-graduation in Public Relations/Mass Communication / Journalism from recognized university with relevant project experience in 3 different central/state government entities/sports organizations (Minimum duration of 6 months) handling print / electronic media assignments
3	Team Member 03 – Senior Digital Media Consultant	1	Min. 5 years' experience holding a Master/Post-graduation in Digital Communications Management / Mass Communication from recognized university with relevant project experience in 3 different central/state government entities/sports organizations (Minimum duration of 6 months) handling content development and coordination for digital media and communication engagements
4	Team Member 04 - PR Consultant	1	Min one year experience, holding a Master/Post-graduation in Public Relations/Mass Communication / Journalism or equivalent from recognized university handling print / electronic media assignments
5	Team Member 05- Digital Media Consultant	1	Min one year experience, holding a Master/Post-graduation in Public Relations/Mass Communication / Journalism or equivalent from recognized university handling content development and coordination for digital media and communication engagements

DSYS reserves the right to request for increase or decrease the deployment of manpower resources based on the requirement of the project. The same shall be mutually discussed and agreed with the selected bidder.

## H. Terms of Reference

### 1. Background

Government of Odisha has undertaken several pathbreaking initiatives in the sports sector, particularly in building a holistic sports ecosystem in the state. The state government has adopted a two- fold strategy to promote the sports ecosystem, by way of building infrastructure and in grooming and encouraging talent. The initiatives of the Government of Odisha in the area of sports have laid a foundation for positioning Odisha as a preferred global sports hub. DSYS is creating a strong platform for state team development, promoting tournaments, and leveraging data analytical tools for high performance, talent identification and development in addition to various infrastructure, policy and strategic initiatives.

DSYS intends to select a Public Relations & Communications Agency to promote, sensitize and engage various stakeholders in the sports ecosystem through print, digital, electronic media and other channels. The agency is expected to support DSYS in creating a comprehensive strategy for effective PR, communications for various sports development initiatives, and to support DSYS in promotion and dissemination of information about events and non-events related initiatives planned by DSYS from time to time.

Following are the broad outcomes from the assignment:

A. Developing a comprehensive strategy and action plan to support the Odisha Sports & Youth Services Department's public relations / communication efforts. Develop a PR / communications framework to effectively position Odisha's sporting ecosystem on a national and international scale, and increase visibility of the department in print media, digital media, and electronic media both internationally and domestically.

B. Develop a positioning plan for international, national and regional competitions hosted by Odisha, as required by DSYS from time to time. Showcase various developmental initiatives undertaken by DSYS such as infrastructure creation, talent development / identification initiatives, use of technology, etc. for such competitions.

C. Promoting unique stories, newsworthy development of sports from Odisha in National and International media (Print/Digital/Social/Electronic). Public Relations & Communications Agency must establish and maintain measurable levels of awareness and a positive reputation for DSYS and its stakeholders. This includes assuring ongoing departmental support and disseminating important messages, improving / enhancing brand perception, and creating awareness about Odisha as the sports capital of India.

D. Identify, position and publicize key strengths and distinguishing characteristics of the sports ecosystem of Odisha through innovative mechanisms such as digital marketing, influencer engagement, thematic and engaging stories across various channels, etc.

## 2. Scope of Services

The selected agency shall provide Public Relations & Communications services to DSYS, Government of Odisha. The broad areas of services to be provided by the agency are as below:

### A. Communications Strategy & Roadmap

- Development of a comprehensive PR & Communications Strategy based on strengths of the state, futuristic initiatives, priority sports and key developments around policies, events, infrastructure development, etc.
- Indicate the target audience, the communication channels to be employed, and the expected results of implementing the PR & Communications efforts, across but not limited to the following channels:
  - Digital and Electronic Media
  - TV Channels / OTT
  - Radio Channels
  - Print Media
  - Other
  - Platforms – YouTube, WhatsApp etc. as suggested by DSYS, Govt. of Odisha

### B. Overall Digital Marketing Strategy

- The PR & Communications team could focus on creating content, strategy and managing the promotion of Odisha Sports that can be consumed by the public on various Digital Media Platforms.
- Defining measurable goals with the department and making recommendations for ongoing campaigns, specifically for digital media. Campaign design must be centered on goals like brand awareness, traffic, overall attractiveness, etc.
- Create a content calendar on agreed periods (Weekly, fortnightly, monthly, etc.) with content creation and promotion plans.
- Ensure that the development of campaigns/mini campaigns is planned in accordance with current events and/or significant departmental announcements and activities.

### C. Media Management

- Repository
  - Collate a repository of International, National, and Regional sports media list with all the sports journalists and media contacts.
  - Create a repository of stills and short visuals, videos of current and upcoming infrastructure, along with event day activities.
- Content development
  - Creation and distribution of articles/press releases across national and international media channels, and ensure the promotion of the department and its events
  - Develop press releases, news articles, messages, advertisements, and features in English, Odia, Hindi, and other languages applicable (based on target audience)

- PR & Communication Activities
  - Periodic interviews, press conference, news releases, podcasts, interviews, contributory articles, etc. based on evolving themes regarding Odisha sports/DSYS, Government of Odisha.
  - Identify speaker opportunities for DSYS, Government of Odisha spokespersons at national and international forums.
  - Identify platforms on entertainment/infotainment/sports channels to promote aspects of Odisha sports.
  - Organize visits and periodic interaction of reputed journalists and editors of international and national dailies/TV news channels to the State to promote the initiatives of the State Government (Media junket/familiarization trips).

#### **D. Digital Media activities**

- Submit and execute an extensive digital media strategy for the FIH Odisha Men's Hockey World Cup 2023, Bhubaneswar - Rourkela (Pre, During Event and Post). This shall include conceptualizing the campaign as approved by DSYS, Government of Odisha.
- The Agency shall manage and moderate the content and provide response to queries / comments / messages on all channels with a response time of 12 hours on working days.

#### **E. Content Contribution with Bloggers / Influencers**

- Collate and submit a list of National and International influencers from different fields with relevant details.
- Define, plan, and carry out, the "Key Influencer Program" for events and non-event days taking place in Odisha.
- The bidder is responsible to tie up with influencers with a minimum of 1 million followers on either of the social media channels such as Instagram, Facebook, YouTube, etc.
- A comprehensive Influencer Engagement document from the agency is required. It should have details on how to work with bloggers to produce material (text, pictures, videos, etc.) for events centered around launches, states, themes, festivals, etc.

#### **F. Digital Media planning & execution**

- Creating graphics, landing pages, standard HTML, specialized code for landing pages/microsites, etc.
- Negotiating the price of media with the proprietors of digital content based on prior approval from the department and optimizing the digital media plan.

#### **G. Activities during live events (including the FIH Odisha Men's Hockey World Cup 2023)**

- Media Management
  - Recording testimonial of speakers, eminent sportspersons, spectators, and officials
  - Meeting media requirements at all the competition and noncompetition venues and press (media) locations during the event (accreditation, press releases, interview requests, etc.)
- AV Generation

- Development of a process for the publication of up-to-date content on the website portal, digital media handles and any other electronic mediums

#### **H. Monitoring and Tracking Activities**

- Digital media analytics reports to be provided which includes information on traffic, fan/follower growth, interaction, influencer reporting, trend analysis, etc.
- Providing Digital Media Intelligence on the conversations around the department and its activities on and recommendations on appropriate action.
- The Agency shall provide monthly analytics reports utilizing an industry standard monitoring tool on the national and international performance of various outreach activities.

#### **I. Online Reputation Management**

- Upholding reputation and continuously reviewing content tagged with the department through sentiment analysis to engage the new age target audience.
- Create a database of frequently asked questions based on the questions posted in a structured fashion on various media platforms and a catalog comprising the same.

#### **J. Live Event Resources (Should be at the location 2-10 days prior to the event)**

- Senior journalists/ex sports editors
- Content Developers
- PR members, including international, national, and local
- Photographers
- Videographers
- Media head/ Coordinator
- Video editors
- Designers
- Media content generators and managers
- Any other professional that the agency and the department feels is required, with prior approval from DSYS, Government of Odisha.

#### **K. Miscellaneous**

- The Agency should develop a post event documentary/AV
- This shall include:
  - Plan and advise newer AVs and Photographs to be developed/clicked as per campaigns planned.
  - The bidder shall share brand guidelines, advisory, narratives, scripts, formats etc. with Production Agency.
  - Bidder shall be responsible for end-to-end coordination and support for Photographs and AVS / Films.
  - The agency shall assist DSYS, Government of Odisha to prepare a Coffee Table Book.
- Any other work allotted by DSYS, Government of Odisha from time to time.
- DSYS, Government of Odisha reserves the right to increase or decrease the scope & deployment of manpower resources based on the requirement of the project. The same shall be mutually discussed and agreed with the selected bidder.

## I. List of Annexures

Sl. No	Description	Annexure	Submission
1.	Tender Submission Letter	Annexure-I	Technical Proposal
2.	Bidder's Authorization Certificate	Annexure-II	
3.	Performa for Affidavit	Annexure-III	
4.	Information on Bidder's Organization	Annexure-IV	
5.	Format for Financial Capacity	Annexure-V	
6.	Relevant Experience & CVs of Key Personnel	Annexure – VI	
7.	Power of Attorney	Annexure–VII	
8.	Financial Proposal Form	Annexure-VIII	To be submitted separately (not as a part of technical proposal)
9.	Draft Form of Contract	Annexure-IX	For the selected bidder
10.	Format for Performance Security Bank Guarantee	Annexure-X	
11.	Format for Bid Security Declaration	Annexure-XI	Technical Proposal

## Annexure-I: Tender Submission Letter

To  
Joint Secretary,  
Sports and Youth Services Department, Government of Odisha,  
Kalinga Stadium, Nayapalli, Bhubaneswar  
Odisha – 751012

**Sub:** 'RFP for Engagement of Public Relations & Communications Agency for Department of Sports & Youth Services, Government of Odisha'

Ref: RFP No. SYS-IT-IT-0016-2022/24623/SYS

I/ We, the undersigned, offer to provide the above services to Sports and Youth Services Department, Government of Odisha. We are hereby submitting our bid.

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 Sports and Youth Services Department, Government of Odisha any additional information it may find necessary or require clarifying, 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 Sports and Youth Services Department, Government of Odisha and us subject to the modifications, as may be mutually agreed to, between Sports and Youth Services Department, Government of Odisha and us.
- (g) We agree to keep this bid valid for acceptance for a period of one hundred eighty (10) days from the date of opening the bid.

We understand that Sports and Youth Services Department, Government of Odisha is not bound to accept any tender that Sports and Youth Services Department, Government of Odisha receives.

Yours faithfully,

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

*Note: On the Letterhead of the Bidder*



**Annexure-II: Bidder's Authorization Certificate**

To

Sports and Youth Services  
Department, Government of  
Odisha, Kalinga Stadium,  
Nayapalli,  
Bhubaneswar – 751012

Sub: *Engagement of a Public Relations & Communications Agency for DSYS, Government of Odisha*

Ref: RFP No. SYS-IT-IT-0016-2022/24623/SYS

Dear \_\_\_\_\_

I/We {Name/Designation} hereby declare/certify that {Name/Designation} is hereby authorised to sign relevant documents on behalf of the company/firm in dealing with tender No \_\_\_\_\_ dated \_\_\_\_\_. He/ She is also authorised to attend meetings & submit technical & commercial information/ clarifications as may be required by you while processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder:

Authorised Signatory:

Verified Signature:

Seal of the Organisation:

Date:

Place:

Note: Please attach the valid power of attorney in favour of the person signing this authorisation letter

**Annexure-III: Proforma for Affidavit**

*(on non-judicial stamp paper of Rs. 100/-)*

I \_\_\_\_\_ Proprietor/Director/Partner of the firm M/s.\_do hereby solemnly affirm that our firm M/s.\_has never been blacklisted/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last ten years reckoned from the date of invitation of Bid.

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: \_\_\_\_\_ Date: \_\_\_\_\_

**Annexure-IV: Information on Bidder's Organisation**

Sl. No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST Registration No. (Copy of certificate to be submitted)	
6.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	

Name of the Bidder

.....

Signature of the Authorised Signatory

Name of the Authorised Signatory

Place: \_\_\_\_\_ Date: \_\_\_\_

**Note: Please attach all the relevant documents like Power of Attorney, Certificate of Incorporation, GST IN, TAN, PAN**

**Annexure-V: Format for Financial Capacity**

<b>Financial Year</b>	<b>Annual Turnover from services from Public Relation / Communication and Digital Media Promotion activities</b>
2017-18	
2018-19	
2019-20	
2020-21	
2021-22	

**Note:** All figures quoted above shall be substantiated by attaching the copy of Audited Annual Reports and a certificate from the statutory auditor of the company.

**Annexure-VI: Relevant Experience & CVs of Key Personnel**

**Section 1: Relevant Experience of the agency/ Bidding entity**

Assignment name:	Country: Location within the country:
Name of Client	Address
Name of the Legal Entity in whose name the contract is:	Duration of assignment (months):
No. of person months of the assignment:	Start date (Month/year): Completion date (Month/year):
Approx. contract value of the overall contract (in INR or equivalent in INR):	Approx. contract value of the services provided by your firm under the contract (in INR or equivalent in INR):
Narrative description of the Project:	
Detailed Scope of services, coverage and relevance to this project:	

**Note:**

1. Use Separate Sheet for each Assignment
2. Supporting documents such as copies of documents as stipulated in the **Eligibility Criteria** to be attached. Assignments that are not supported by documentary evidence shall not be considered for evaluation

**Section 2: Curriculum Vitae (CV) of Key Personnel**

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record: (Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name of Project

Description of responsibilities

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorised signatory of the Applicant)

**Annexure-VII Power of Attorney**

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

Know all men by these presents, We, (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms son/ daughter/ wife and presently residing at, who is presently employed with/ retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) 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 Proposal for Engagement of a Public Relations & Communications Agency for Sports & Youth Services Department, Government of Odisha. Project proposed to be developed by the ..... (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative 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 Authorised Representative 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 ....., 20.....

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

Witnesses:

- 1.
- 2.

Notarised

Accepted .....  
(Signature, name, designation, and address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate

**Annexure-VIII: Financial Proposal Form**

The bidders are required to submit the financial proposal as per below template on the procurement portal (online BoQ only):

No.	Team member	No. of months (A)	Manpower service cost (INR per month) (B)	Total manpower service cost of the resource - INR (A*B)
1	Team Member 01 – PR & Communications Head	12		
2	Team Member 02 – Senior PR Consultant	12		
3	Team Member 03 – Senior Digital Media Consultant	12		
4	Team Member 04 - PR Consultant	12		
5	Team Member 05 - Digital Media Consultant	12		
<b>Grand Total</b>				
<b>Grand Total (in words)</b>				

**Note:** Fee to be exclusive of all taxes, and must include the cost of lodging, boarding, local transportation (within Bhubaneswar), equipment and all other expenses for the proposed team members.

Technical Proposal should not have any information on financial proposal.



**Annexure-IX: Draft Form of Contract**

**CONTRACT**

**for**

**Engagement of a PR & Communications Agency for DSYS, Government of  
Odisha**

**Between**

Sports and Youth Services Department, Government of Odisha, Govt. of Odisha

**and**

XXXXXX

**Dated: XX XXXXX 2022**

<b>Sl. No</b>	<b>Contents</b>
<b>I.</b>	<b>Contract</b>
<b>II.</b>	<b>General Conditions of Contract</b>
<b>1.</b>	<b>General Provisions</b>
<b>2.</b>	<b>Commencement, Completion, Modification and Termination of Contract</b>
<b>3.</b>	<b>Contract Obligations of the Agency</b>
<b>4.</b>	<b>Public Relations &amp; Communications Agency</b>
<b>5.</b>	<b>Obligations of the Employer</b>
<b>6.</b>	<b>Payments to the Agency</b>
<b>7.</b>	<b>Fairness and Good Faith</b>
<b>8.</b>	<b>Settlement of Disputes</b>
<b>9.</b>	<b>Liquidated Damages</b>
<b>10.</b>	<b>Miscellaneous Provisions</b>
<b>III.</b>	<b>Special Conditions of Contract</b>
<b>IV.</b>	<b>Appendices</b>

## J. Contract

This CONTRACT (hereinafter called the “Contract”) is made on XXXXXX 2022, between Sports & Youth Services Department, Government of Odisha (hereinafter called the “Employer” or “DSYS”), of the First Part and, XXXXXXXXXXXXXXXXXXXX (hereinafter called the “Public relation Agency” or “PRA”) of the Second Part.

### WHEREAS

- (a) the Agency....., having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this contract;
- (b) the “Employer” has accepted the offer of the Public Relations Agency (PRA) to provide the services on the terms and conditions set forth in this Contract.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices;
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Staffing schedule
    - Appendix D: Cost Estimates
    - Appendix E: Duties of the ‘Employer’
    - Appendix F: Performance Bank Guarantee
  
2. The mutual rights and obligations of the “Employer” and the PRA shall be as set forth in the Contract, in particular:
  - (a) the PRA shall carry out and complete the Services in accordance with the provisions of the Contract; and
  - (b) the “Employer” shall make payments to the PRA in accordance with the provisions of the Contract.

Request for Proposal (RFP) Document, pre-bid clarifications if any and financial proposal shall form part of this contract agreement.

IN WITNESS WHEREOF, the Parties hereto have signed in their respective names as of the day and year first above written.

For and on behalf of DSYS, Government of Odisha  <hr/> Joint Secretary, Sports & Youth Services Department, Government of Odisha	For and on behalf of XXXXXXXXXXXXXXXXXXXX  <hr/> Designation.
Witness  1.	Witness  1.

## General Conditions of Contract

### 1. General Provisions

**1.1. Definitions:** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “PRA” means {Name of Agency} that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s country.”
- (g) “GC” means these General Conditions of Contract.
- (h) “Government” means the Government of Odisha
- (i) “Local Currency” means Indian Rupees.
- (j) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (k) “Party” means the “Employer” or the PRA, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means professional services provided by the PRA assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (m) “Reimbursable expenses” means all assignment-related costs as admissible to be reimbursed [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (n) “SC” means the Special Conditions of Contract by which the GC as may be amended or supplemented with the approval of the parties.
- (o) “Services” means the work to be performed by the PRA. pursuant to this Contract,

as described in Appendix A hereto.

- (p) “Sub-PRAs” means any person or entity to whom/which the PRA subcontracts any part of the Services, with the approval of the Employer.
- (q) “Third Party” means any person or entity other than the “Employer”, or the PRA
- (r) “In writing” means communicated in written form.

## **1.2. Relationship Between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the PRA. The PRA, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible and accountable for the Services performed by them or on their behalf hereunder.

For the limited purpose of purchasing materials and engaging the services of the Third Parties, which are necessary for providing the Services under this Agreement, Employer hereby appoints PRA as its Limited Agent.

Save and except for the “Limited Agency” created under this Agreement, PRA agrees that it is an independent Party and that neither party is the legal representatives of the other and further, PRA Personnel and other Third Party engaged to perform Services under this Agreement are not the employees of Employer.

**1.3. Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

**1.4. Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

### **1.5. Notices**

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 Party may change its address for notice, hereunder by giving the other Party sufficient time in notice in writing of such change to the address specified in the SC.

**1.6. Location:** The Services shall be performed mostly in Bhubaneswar and where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

**1.7. Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the PRA may be taken or executed by the officials specified in the SC.

**1.8. Taxes and Duties:** The PRA, shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

**1.9. Fraud and Corruption**

**1.9.1. Definitions:** It is the Employer's policy to require that Employer as well as PRA observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more PRA, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract

**1.10. Measures to be taken by the Employer**

- a) The Employer may terminate the contract if it determines at any time that representatives of the PRA were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the PRA having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- b) The Employer may also issue sanction against the PRA, including declaring the PRA ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the PRA has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

**1.11. Commissions and Fees :** At the time of execution of the Contract, the Consult shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## 2. Commencement, Completion, Modification and Termination of Contract

- 2.1 Effective Date for Commencement of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer’s notice to the PRA instructing the PRA “to begin carrying out the Services. This notice shall confirm that the conditions precedent and effective conditions, if any, listed in the SC have been met and/or shall be complied within the given time.
- 2.2 Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period, after the date of the Contract signed by the Parties as specified in the SC, the Employer may, by not less than twenty-one (21) days written notice to the PRA, declare this Contract to be null and void, and in the event of such a declaration by the Employer, neither Party shall have any claim against the other Party with respect thereto.
- 2.3 Commencement of Services:** The PRA shall begin carrying out the Services not later than the number of days, after the Effective Date specified in the SC.
- 2.4 Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications or Variations:**
- a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
  - b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.
- 2.7 Force Majeure**
- 2.7.1 Definition**
- a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered

impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-PRA or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**2.7.2 No Breach of Contract:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**2.7.3 Measures to be Taken:**

- a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the PRA, upon instructions by the "Employer", shall either:
  - (i) demobilize, or
  - (ii) continue with the Services to the extent possible, in which case the PRA shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.
- e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

**2.8 Suspension**



The “Employer” may, by written notice of suspension to the PRA, suspend all payments to the PRA hereunder if the PRA fails to perform any of its obligations under this Contract or as instructed by the “Employer”.

## 2.9 Termination

By the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause.

- a) If the PRA fails to respond to a notice of suspension pursuant to Clause GC 2.8 hereinabove.
- b) If the PRA becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the PRA, on due investigation and in the judgement of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- d) If the PRA submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- e) If the PRA places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- f) If the PRA fails to provide the quality services as envisaged under this Contract. The Employer may review at its discretion if so decide to give one chance to the PRA to improve the quality of the services.
- g) If, as the result of Force Majeure, the PRA is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- h) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 In such an occurrence as aforesaid the “Employer” shall give a not less than fifteen (15) days’ written notice of termination to the PRA

2.9.3 **By the PRA:** The PRA may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of the event specified herein under in clause (a):

- a) If the “Employer” fails to pay any money due to the PRA pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within sixty (60) days after receiving written notice from the PRA that such payment is overdue.

2.9.4 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the PRA’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

- 2.9.5 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1.1 or GC 2.9.2 hereof, the PRA shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the PRA and equipment and materials furnished by the “Employer”, the PRA shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.
- 2.9.6 Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the PRA:
- a) If the Contract is terminated pursuant to Clause 2.9.1.1 (h), (i), remuneration pursuant to Clause GC 6.3 hereof for Services satisfactorily performed as per the agreed scope prior to the effective date of termination, and reimbursable expenditures for expenditures actually and reasonably incurred prior to the effective date of termination;
  - b) If the agreement is terminated pursuant of Clause 2.9.1.1 (a) to (g), the PRA shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The PRA. will be required to pay any such liquidated damages to client within 30 days of termination date.
- 2.9.7 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 3. Obligations of the PRA

#### 3.1 General

- 3.1.1 Standard of Performance:** The PRA shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The PRA shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any

dealings with Sub-PRAs or Third Parties.

- 3.2 Conflict of Interests:** The PRA shall hold the “Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the PRA shall promptly disclose the same to the Employer and seek its instructions.
- 3.2.1 PRA not to benefit from Commissions, Discounts, etc.:**
- (a) The payment of the PRA pursuant to Clause GC 6 hereof shall constitute the PRA only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the PRA shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the PRA shall use its best efforts to ensure that any Sub-PRAs, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the PRA, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the PRA shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the PRA in the exercise of such procurement responsibility shall be for the account of the “Employer”.
- 3.2.2 PRA and Affiliates Not to Engage in Certain Activities:** The PRA agrees that, during the term of this Contract and after its termination, the PRA and any entity affiliated with the PRA, as well as any Sub-PRAs and any entity affiliated with such Sub-PRAs, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the PRA’s Services for the preparation or implementation of this project.
- 3.2.3 Prohibition of Conflicting Activities:** The PRA shall not engage, and shall cause their Personnel as well as their Sub-PRAs and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality:** Except with the prior written consent of the “Employer”, the PRA and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the PRA and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.3.1 Intellectual Property Rights:** The PRA may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that the PRA owns or has the right to use in performing the service. Notwithstanding the delivery of any reports, the PRA retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the services), and in any working papers compiled in connection with the services (but not any information pertaining to

DSYS, Government of Odisha reflected in them).

**3.3.2 Liability of the PRA:** Subject to additional provisions, if any, set forth in the SC, the PRAs' liability under this contract shall be provided by the Applicable Law.

**3.3.3 Insurance to be Taken out by the PRA:** The PRA (i) shall take out and maintain, and shall cause any Sub-PRAs to take out and maintain insurance, at their (or the Sub-PRAs', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

**3.4 Accounting, Inspection and Auditing:**

PRA agrees to keep full and proper records of all third-party invoices and travel expenses that support charges that have been billed to Employer pursuant to this Agreement ("Records"). Any such Records shall be kept for a period of not less than eighteen (18) months after the relevant transaction or, if the PRA/Employer relationship terminates or expires, eighteen (18) months after the effective date of the termination or expiration, whichever comes first. Upon ten (10) days prior notice to PRA, Employer or its authorized representatives will be entitled to have such Records examined during PRA's normal business hours.

Under no circumstances will Employer have access to PRA's general ledger information, PRA overhead or profitability data or to payroll, salary or bonus information, or timecards or other employee, personnel, and/or individual compensation records, or information indicating the date of payment by PRA of third-party invoices, or internal or external PRA correspondence or communications regarding the keeping of client's records or regarding any other client audit.

**PRA's Actions Requiring "Employer's Prior Approval:** The PRA shall obtain the "Employer's prior approval in writing before taking any of the following actions:

- a) Any change or addition to the Personnel listed in Appendix C.
- b) Subcontracts: the PRA may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the PRA shall always retain full responsibility for the Services. In the event that any Sub-PRAs are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the PRA to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

**3.5 Reporting Obligations:** The PRA shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

- 3.6 Documents Prepared by the PRA to be the Property of the “Employer”:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the PRA for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the PRA shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The PRA may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the PRA and third parties for purposes of development of any such computer programs, the PRA shall obtain the “Employer”’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
- 3.7 Equipment, Vehicles and Materials Furnished by the “Employer”** Equipment, vehicles and materials made available to the PRA by the “Employer”, or purchased by the PRA wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the PRA shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer’s instructions. While in possession of such equipment, vehicles and materials, the PRA, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.
- 3.8 Equipment and Materials Provided by the PRAs:** Equipment or materials brought into the Government’s country by the PRA and the Personnel and used either for the Project or personal use shall remain the property of the PRA or the Personnel concerned, as applicable.

#### **4. Public Relations & Communications Agency**

- 4.1 General:** The PRA shall employ and provide such qualified and experienced Personnel as are required to carry out the Services as are approved by the Employer.
- 4.2 Description of Personnel:**
- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the PRA’s Key Personnel are as per the PRA’s proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the PRA by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such

adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the “Employer’s written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by a separate agreement in writing between the “Employer” and the PRA. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

**4.3 Approval of Personnel:** The Key Personnel and Sub-PRAs listed by title as well as by name in Appendix C are hereby approved by the “Employer”. In respect of other Personnel which the PRA proposes to use in the carrying out of the Services, the PRA shall submit to the “Employer” for review and approval a copy of their Curricula Vitae (CVs).

**4.4 Project Manager:** If required by the SC, the PRA shall ensure that at all times during the PRA’s performance of the Services a resident project manager, acceptable to the “Employer”, shall take charge of the performance of such Services.

## 5. Obligations of the “Employer”

**5.1 Assistance and Exemptions:** Unless otherwise specified in the SC, the “Employer” shall use its best efforts to ensure that the Government shall:

- a) Provide the PRA with work permits and such other documents as shall be necessary to enable the PRA to perform the Services.
- b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- c) Provide to the PRA any such other assistance as may be specified in the SC.

**5.2 Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the PRA for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the PRA in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the PRA under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

**5.3 Services, Facilities and Property of the “Employer”:**

(a) The “Employer” shall make available to the PRA and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.

(b) In case that such services, facilities and property shall not be made available to the PRA

as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the PRA for the performance of the Services.

- 5.4 Payment:** In consideration of the Services performed by the PRA under this Contract, the “Employer” shall make to the PRA such payments and in such manner as is provided by Clause GC 6 of this Contract.

## 6. Payments to the PRA

### 6.1 Total Cost of the Services

- (a) The total cost of the Services payable is set forth in Appendix D as per the PRA’s proposal to the Employer and as negotiated thereafter.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the PRA in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

- 6.2 Currency of Payment:** All payments shall be made in Indian Rupees.

- 6.3 Terms of Payment:** The payments in respect of the Services shall be made as follows:

Sl. No.	Description	Payment
a.	Submission of Monthly Progress Report	Equal Monthly Installment

*The monthly progress reports should contain the details of the deliverables such as press releases, media interactions, content writing outputs, etc. facilitated by the PR & Communications Agency to DSYS during that particular month of engagement*

- 6.4** PRA has to ensure that any additional work done by the PRA has to be approved by DSYS, Government of Odisha in writing, otherwise, it will not be considered for payments.
- 6.5** All billed items are to be signed off by respective FA Head from NGOC/ State regarding quantity, quality and successful completion as per agreed timelines. These need to be backed up by relevant evidence (Photographs, Videos, Lists signed off by Competent Authority). The payment shall be made only after the submission of payment recommendation by the Tender Audit Committee.

## 7. Fairness and good Faith

- 7.1 Good Faith:** The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **8. Operation of the Contract:**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

## **9. Settlement of Disputes**

**9.1** Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

## **10. Liquidated damages and Penalties**

**10.1** The PRA hereby agrees that due to negligence of act of the PRA, if the “Employer” suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and PRA agrees to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

**10.2** The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract as specified in Appendix D.

**10.3** The liquidated damages shall also be applicable under following circumstances:

- a) If the deliverables are not submitted as per schedule, the PRA shall be liable to pay 10% of the total cost of the services for delay of each week or part thereof.
- b) If the deliverables are not acceptable to the Employer and defects are not rectified to the satisfaction of the Employer, the PRA shall be liable for Liquidated Damages for an amount equal to 10% of total cost of the services for every week or part thereof for the delay.

**10.4** Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Agreement.

## **11. Miscellaneous Provisions:**

- (i) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.



- (ii) The PRA shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iii) Each member/constituent of the PRA, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (iv) The PRA shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (v) The PRA shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the PRA's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the PRA.
- (vi) The PRA shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the PRA, in respect of wages, salaries, remuneration, compensation or the like.
- (vii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (viii) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (PRA) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

**SPECIAL CONDITIONS OF CONTRACT**

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	The addresses are: Employer: ..... Attention : ..... PRA : ..... Attention : ..... Telephone: : ..... ..... Email : .....
2	1.8	The Authorized Representatives are:  For the Employer: For the PRA:
3	2.3	Commencement of Services: .....
4	2.4	The time period shall be .....
5	3.4 .1	Limitation of the PRAs' Liability towards the "Employer" Notwithstanding anything to the contrary in this Agreement, in no event shall the PRA be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue or goodwill arising under or in connection with this Agreement.  In any event, the overall aggregate liability of the PRA in respect of all claims and liabilities arising under this Agreement shall be limited to Total Fees payable to the PRA under this Agreement.
6	3.4 .2	The risks and coverage shall be as follows:  The Parties agree that the risks and coverages shall include but not be limited to the following;  Professional liability insurance, with a minimum coverage equal to the total amount of the contract value except the out-of-pocket expenses. This liability shall be valid for a period of the two (2) years after completion of the services.

7	6.3	<p>The accounts are;</p> <p>For local currency</p> <p>Receiving Bank :</p> <p>Account No. :</p> <p>IFSC/RTGS Code :</p> <p>MICR Code :</p> <p>Beneficiary Name</p> <p>: Beneficiary Address:</p> <p><i>The annual contract value will be paid quarterly based on actual number of Core Team, Professional/ Support Staff and reimbursable expenses.</i></p>
8	1.5 .2	<p>Any party may change the address for service of notice upon it, by a notice in writing one (1) week prior of such change to the other party.</p>

**APPENDIX A – DESCRIPTION OF SERVICES**

**APPENDIX B - REPORTING REQUIREMENTS**

**APPENDIX C – STAFFING SCHEDULE**

**APPENDIX D – COST ESTIMATES**

**APPENDIX E – PERFORMANCE BANK GUARANTEE**

## **Annexure X – Performance Bank Guarantee**

### **Form of Bank Guarantee for Performance Security**

To

Sports and Youth Services Department,  
Government of Odisha, Govt. of Odisha,  
Kalinga Stadium, Nayapalli,  
Bhubaneswar - 751012

WHEREAS \_\_\_\_\_[Name and address of the Service Provider] (hereinafter called “the Agency”) has undertaken, in pursuance of Contract No. \_\_\_\_dated \_\_\_\_\_to provide the services on terms and conditions set forth in this Contract \_\_\_\_\_[Name of contract and brief description of works] (hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of \_\_\_\_\_[amount of Guarantee] \_\_\_\_\_[in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_[amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Agency or of the Bank.

"This guarantee shall also be operatable at our Branch at , Odisha, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) and the guarantee shall remain valid till\_\_\_\_. Unless a claim or a demand in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove.”

- A. Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_(Rupees \_\_\_\_\_).
- B. This bank guarantee shall be valid up to \_\_\_\_\_.
- C. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us, a written claim or demand on or before \_\_\_\_\_.

Signature and Seal of the Guarantor \_\_\_\_\_

In the presence of Name and Designation

1.  
\_\_\_\_ (Name, Signature  
& Occupation)

Name of the Bank Address

2.  
\_\_\_\_ (Name &  
Occupation)

Date

**Annexure XI: Format for Bid Security Declaration**

<Letter head of the Bidder>

<Letter No. \_\_\_\_\_ Date: \_\_\_\_\_>

Bid No: \_\_\_\_\_

To  
Joint Secretary,  
Sports and Youth Services Department, Government of Odisha,  
Kalinga Stadium, Nayapalli, Bhubaneswar  
Odisha – 751012

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Security Declaration.
2. We accept that DSYS, Government of Odisha shall suspend/ prohibit/ debar/ blacklist from participating in bidding in any contract of the State for a minimum period of 180 days, if we are in breach of our obligation(s) under the bid conditions, because we:
  - (a) have withdrawn our Bid prior to the expiry date of the bid validity specified in the Letter of Bid or any extended date provided by DSYS, Government of Odisha:  
or
  - (b) having been notified of the acceptance of our Bid by DSYS, Government of Odisha prior to the expiry date the bid validity in the Letter of Bid or any extended date provided by DSYS, Government of Odisha.
    - i. Failure to furnish the Performance Security in accordance with the ITB/Terms of the Bid Document/RFP; or
    - ii. Fail to agree to the decisions of the contract negotiation meeting; or
    - iii. Failure / refusal to execute the Contract.
3. We understand this Bid-Security Declaration shall expire if we are not the successful Bidder, (i) upon the notification of the name of the successful Bidder through award of contract or (ii) after the expiry date of the Bid validity.

Name of the Bidder.....

Name of the person duly authorized to sign the Bid on behalf of the Bidder\* .....

Title of the person signing the Bid .....

Signature of the person named above .....

Date signed ..... day of.....

\* Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid.