



Reference No: SYS-OE-OE-0007-2024/ 12345/SYS , Dated: 14/03/2024

March 2024

**RFP for provision of professional trainers & other manpower  
for various sports facilities in Odisha**

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

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## A. Notice for Request for Proposal

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

Ref No: SYS-OE-OE-0007-2024/12345/SYS

**Dated: 14/03/2024**

Sports and Youth Services Department, Government of Odisha, invites sealed Bids under two bid-basis i.e., Technical Bid and Financial Bid from Agencies for '**RFP for provision of professional trainers & other manpower for various sports facilities in Odisha**'

Sl.	Information	Details
1	Name of RFP	RFP for provision of professional trainers & other manpower for various sports facilities in Odisha for Youth Services Department, Government of Odisha.
2	Type of RFP	Open Tender
3	Mode of tendering	E-tender
4	Method of Selection	<b>L1 after obtaining 70 marks in Technical Evaluation</b>
5	Last date for sending queries to DSYS, Government of Odisha	Date: 22-March-2024; Time: 11:00 AM. Queries may be sent by email: <a href="mailto:tender.dsys@odisha.gov.in">tender.dsys@odisha.gov.in</a>
6	Pre-bid meeting	Date: 22-March-2024; Time: 12:00 Noon; (to be held via video conferencing.) <a href="https://meet.google.com/tmm-rbsf-yxb">https://meet.google.com/tmm-rbsf-yxb</a>
7	Issue of responses to pre-bid queries, addendum / corrigendum, if required	Date: 25- March-2024
8	Bid Due Date	Date: 04-April-2024; Time: 03:00 pm
9	Opening of Technical Bid	Date: 04-April-2024; Time: 04:00 pm
10	Technical Presentation	To be informed to the eligible bidders
11	Opening of Financial Bid	To be informed to the Technically Qualified Bidders
12	Tender Document Cost (non-refundable) including GST	Amount: INR 10,000 (Rupees Ten Thousand only) 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.
13	Earnest Money Deposit (EMD)	The bidder shall deposit Earnest Money of INR. 50,000/- (Rupees Fifty Thousand only) through Demand Draft drawn in favor of "Department of Sports & Youth Services" payable at Bhubaneswar". The bidder shall pay INR 50,000 as EMD amount for each cluster. The EMD shall be valid for 30 days beyond the Bid Validity period.

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.

**Joint Secretary, DSYS**

## Data Sheet

Sl. No.	Activity Description	Details
1	RFP No. and Date of Availability of RFP	RFP No: SYS-OE-OE-0007-2024/12345/SYS Date of availability: 14-03-2024
2	Submission Due of pre-bid queries - in Word format	Date: 22-March-2024; Time: 11:00 AM.
3	Pre-bid meeting	Date: 22-March-2024; Time: 12:00 Noon;
4	Response to pre-bid queries	Date: 25- March-2024
5	Proposal Due Date (Online)	Date: 04-April-2024; Time: 03:00 pm
6	Technical Proposal Opening Date	Date: 04-April-2024; Time: 04:00 pm
7	Technical Presentation	To be informed to the Eligible bidders
8	Financial Proposal Opening	To be informed to the Technically Qualified Bidders
9	Signing of Agreement	Within 7 days of acceptance of LOA
10	Office Address - Venue for pre-bid meeting, opening and evaluation of Bids	Sports and Youth Services Department, Government of Odisha, Kalinga Stadium, Nayapalli, Bhubaneswar – 751012
11	Contact Details	Joint Secretary, Sports and Youth Services Department, Government of Odisha. Email ID: <a href="mailto:tender.dsys@odisha.gov.in">tender.dsys@odisha.gov.in</a>
12	Tender Documents on Website	<a href="https://tendersodisha.gov.in/">https://tendersodisha.gov.in/</a>
13	Method of Selection	<b>L1 after obtaining 70 marks in Technical Evaluation</b>
14	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.dsyz@odisha.gov.in](mailto:tender.dsyz@odisha.gov.in)**

7. If no intimation is received within the last date for submission of Pre-Bid 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 bid is not transferable.

## C. Abbreviations

BG	Bank Guarantee
DSYS	Sports and Youth Services Department, Government of Odisha
EMD	Earnest Money Deposit
FY	Financial Year
GST	Goods and Services Tax
GSTIN	GST Identification Number
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. **Professional manpower agency** – For the purpose of this tender, a professional service firm is defined as a firm which has past experience of providing professionals having high level of skill, education, experience, and certifications.
6. **“RFP Process” or “Bidding Process”** means the process governing the submission and evaluation of the Bids as set out in the RFP itself;

7. **“Bid Due Date”** shall mean the last date for submission of bids, as given in Sl. No. 5 of the Datasheet of the RFP. No bids shall be accepted after the Bid Due Date;
8. **“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.
9. **“EMD”** means the amount submitted by a Bidder to Sports and Youth Services Department, Government of Odisha for participating in the Bidding Process.
- The amount of EMD demanded in the tender shall be deposited by the bidder while submitting the tender in the form demand draft.
  - Any bidder that does not submit the EMD shall be rejected by Sports and Youth Services Department, Government of Odisha, as non-responsive.
  - The EMD will be refunded to the bidders whose offers have not been accepted.
  - EMD of the bidder whose offer is accepted will be kept up till the time, the Bank Guarantee is not received.
  - The EMD shall be valid for 30 days beyond the Bid Validity period.
  - If the bidder withdraws the bid during the validity period of the bid before the commencement of the project, the EMD money will not be refunded.
  - As per the Government of India guidelines, Rule 170 of GFR, Startups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) and Micro and Small Enterprises as per the Department for MSME are exempt from depositing EMD in Govt.
10. **“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
11. **“Financial Year”** means the 12-month period from 1<sup>st</sup> April to 31<sup>st</sup> March corresponding to the audited annual accounts;
12. **“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;

- 13. “Net Worth”** shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
- 14. “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. SYS-OE-OE-0007-2024/12345/SYS; dated 14-03-2024 for RFP for provision of professional trainers & other manpower for various sports facilities in Odisha, 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);
- 15. “Pre-Bid Meeting”** means Pre-Bid meeting to be held as per the schedule indicated in the Schedule of the RFP hereof between Sports and Youth Services Department, Government of Odisha, and the bidders for clearing doubts if any;
- 16. “Related Party”** shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 17. “Turnover”** shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.
- 18. “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 registered office at Kalinga Stadium, Bhubaneswar. 751012
- 19.** 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 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. **Bid Processing Fee:** The bidder shall pay to Sports and Youth Services Department, Government of Odisha a non-refundable amount ("Bid Processing Fee"), indicated in the Data Sheet, as part of its Technical Proposal. The mode of payment of the Bid Processing Fee is also indicated in the Data Sheet.
6. **Earnest Money Deposit (EMD):** "EMD" means the amount submitted by a Bidder to Sports and Youth Services Department, Government of Odisha for participating in the Bidding Process.
  - The amount of EMD demanded in the tender shall be deposited by the bidder while submitting the tender in the form demand draft.
  - Any bidder that does not submit the EMD shall be rejected by Sports and Youth Services Department, Government of Odisha, as non-responsive.
  - The EMD will be refunded to the bidders whose offers have not been accepted.
  - EMD of the bidder whose offer is accepted will be kept up till the time, the Bank Guarantee is not received.
  - The EMD shall be valid for 30 days beyond the Bid Validity period.
  - If the bidder withdraws the bid during the validity period of the bid before the

commencement of the project, the EMD money will not be refunded.

- As per the Government of India guidelines, Rule 170 of GFR, Startups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) and Micro and Small Enterprises as per the Department for MSME are exempt from depositing EMD in Govt.

- 7. 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.

## **8. Preparation of Bids**

- 8.1 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 notarised by component authority.
- 8.2 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.
- 8.3 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.)

## **9. Clarifications by Bidders**

- 9.1** Bidders requiring any clarification on the RFP document may contact DSYS, Government of Odisha in writing by e-mail/post/courier within such date as specified in the Schedule of Bidding Process.
- 9.2** All correspondence for clarifications should be submitted as per the format attached at '**Annexure-I**' to the address mentioned in the disclaimer sheet in writing by Mail/ post/courier.
- 9.3** Sports and Youth Services Department, Government of Odisha shall endeavour to respond to the queries raised or clarifications sought by the Bidders. To be fair to all prospective bidders, the responses to queries shall be uploaded on the e-tender website. However, Sports and Youth Services Department, Government of Odisha reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring DSYS, Government of Odisha to respond to any query or to provide any clarification.
- 9.4** At any time prior to the Bid Due Date, DSYS, Government of Odisha may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/ Corrigendum/ Clarifications thus issued shall be uploaded on the e- tender website.

**10. Pre-Bid Meeting**

- 10.1 To clarify and discuss issues with respect to the Project and the RFP Document, a pre- proposal meeting (“Pre-Bid Meeting”) will be held as per the details provided in point 3 of data sheet.
- 10.2 Prior to the Pre-Bid meeting, the Bidders may submit a list of queries and proposed suggestions in the word format as per ‘**Annexure-I,**’ if any, to the RFP requirements.
- 10.3 Bidders may note that DSYS, Government of Odisha will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified, and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents. Any conditional Proposal shall be regarded as non- responsive and would be liable for rejection.
- 10.4 Bidders’ representatives attending the Proposal opening shall bring an authorization letter from the Bidder.
- 10.5 In case of any change in the schedule of the Pre-Bid Meeting, the same will be communicated to Bidders through the e-tender website.
- 10.6 A maximum of two officials/ representatives from each bidder may attend the pre-proposal meeting. All costs of the bidder related to attending the Pre-Bid meeting shall be borne by the bidder. This meeting is to be conducted to clarify and redress all doubts and difficulties of the bidders.
- 10.7 Attendance of the bidders at the Pre-Bid Meeting is not mandatory. Sports and Youth Services Department, Government of Odisha will endeavour to respond to all queries received by the scheduled date as per Clause 10.1 from all bidders, irrespective of attendance of the bidder in the Pre-Bid Meeting.
- 10.8 In case of any change in the schedule of the Pre-Bid Meeting, the same will be communicated by Sports and Youth Services Department, Government of Odisha.
- 10.9 No interpretation, revision, or other communication from Sports and Youth Services Department, Government of Odisha regarding this solicitation is valid unless in writing. Sports and Youth Services Department, Government of Odisha may choose to send to all Bidders whose Proposals are under consideration, in writing, or by any standard electronic means such as Mail or by uploading on the website(s) of responses, including a description of the inquiry but without identifying its source to all the Bidders.

**11. Format and Signing of Bid**

- 11.1 The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorised to sign on behalf of the bidder.
- 11.2 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.
- 11.3 The proposal shall be properly bound, indexed, and serially numbered.

**12. Submission of Bids**

- 12.1 The bidder shall submit their offer under two bid-basis. Technical Bid and the Financial Bid. The Financial Bid shall be submitted on the e-tender portal only as per the schedule and separate to the technical bid. The bidder shall ensure that the technical and financial bids are submitted as per the two-bid basis. In case, the financial bid is submitted as part of the technical bid, the bid shall be liable to be declared non-responsive and shall be rejected. The Bids that are submitted beyond the stipulated date and time under any circumstances whatsoever will not be considered.
- 12.2 **Technical Bid:** Bidders shall have to submit their Technical Bid on the e-tender portal of the Government of Odisha. The Technical Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Technical Bid shall contain no information on the Price Bid of the Bidder
- 12.3 **Financial Bid:** Bidders shall have to submit their Financial Bid **ONLY** in the e-tender portal in both word and figure and in case of any discrepancy between the word and figure of the quoted rate, the rate mentioned in words shall prevail. The financial bid shall be submitted online.
- 12.4 **Service Charges shall be quoted with a minimum threshold limit of 3.85% and maximum limit of 7% on the bill amount before GST.**
- 12.5 **Any bidder quoting service charges less than or above the threshold limit as specified above will be treated as unresponsive.**
- 12.6 Rates should be exclusive of all statutory taxes.
- 12.7 Statutory payments such as EPF, ESI, bonus, gratuity, retrenchment benefit and annual leave (EL)/ sick leave shall NOT be included in the Monthly Remuneration - they shall be paid separately to the Service Provider as per actuals on submission of necessary documentary evidences. These statutory payments shall be made to the professionals only after consultation with DSYS, Government of Odisha. Service/ Administrative & Management Charge on these Statutory payments shall also be paid by DSYS, Government of Odisha.
- 12.8 In case of any dispute arises in regard to the tender, the decision of Commissioner-cum-Secretary, DSYS, Government of Odisha will be final and binding.
- 12.9 In case of litigation, the courts at Bhubaneswar only will have the jurisdiction for deciding the case according to Indian law and force.
- 12.10 DSYS, Govt. of Odisha taking into accounts past performance of party, reserves the right to reject any tender.
- 12.11 It must be noted that this is just an enquiry and doesn't amount to any commitment on the part of DSYS, Government of Odisha. The decision of DSYS, Government of Odisha in this regard would be final and be entirely, at its discretion.
- 12.12 DSYS, Government of Odisha, without prejudice to any other contractual rights and remedies available to it (DSYS, Government of Odisha) may, by written notice of default sent to the Agency, terminate the contract in whole or in part, if the Agency fails to deliver any or all of the contractual obligations within the time period

specified in the contract, or within any extension thereof granted by DSYS, Government of Odisha.

- 12.13 Preferred Bidder must bid for all the items. In order for technical qualification, all items to be provided by the bidder must meet specification.

**13. Late and Delayed Bids:**

- 13.1 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.
- 13.2 Any bid received by DSYS, Government of Odisha after the deadline for submission of bids, as stipulated above, shall not be considered.

**14. Material Deviation**

Material Deviation received in the bids shall include, inter alia, the following:

- 14.1 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.
- 14.2 The Technical Bid or any accompanying document or Financial Bid submitted by the Bidder is not in accordance with the formats given in this RFP document.
- 14.3 The Technical Bid is not accompanied by all the documents required to be submitted in terms of this RFP document.
- 14.4 It does not contain all the information (complete in all respects) as requested in this RFP document (in accordance with the formats provided in this RFP document);
- 14.5 The Technical Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- 14.6 The Technical Bid or Financial Bid submitted by the Bidder is conditional or qualified.
- 14.7 The bid submitted by the Bidder is not valid for the minimum bid validity period.
- 14.8 It is otherwise substantially/ materially in deviation of the terms and conditions of the RFP document.

**15. 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; received all relevant information requested from Sports and Youth Services Department, Government of Odisha; 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;
- ii) 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 there under;

- iii) 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;
- iv) 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.

## **16. Opening and Evaluation of Technical Bid**

- 16.1 Technical Bids will be opened in the presence of the bidders' representatives who choose to attend at the appointed place and time.
- 16.2 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.
- 16.3 The Technical Bids will be evaluated based on eligibility criteria and only those Bidders whose Technical Proposals are eligible shall be considered for technical evaluation.
- 16.4 The bidders who get a score of minimum **70 (seventy) marks** or more out of **100 (one hundred)** in the technical evaluation shall qualify for financial bid opening.

## **17. Opening of Financial Bid**

- 17.1 The Financial Bids of the technically qualified bidders for each cluster shall be opened in the presence of such bidders' representatives who choose to attend.
- 17.2 Financial Bids shall be used to rank the bidders for each cluster.
- 17.3 In case, the financial bids are tied for any position, then the bidder securing higher marks in technical evaluation will be ranked higher. In case if their technical score is also tied, then the bidder scoring more in Technical Presentation will be ranked high.

## **18. Determination of Preferred Bidders**

- 18.1 A separate ranking of each bidder for each cluster will be arrived at as described below.
- 18.2 Evaluation for determination of preferred bidder for each cluster would be done in a randomized order of clusters. All 03 clusters may be awarded to a single bidder. Determination of preferred bidder in each cluster would be based on L1 (Lowest financial bid) score in the respective cluster. Hence the first cluster, randomly selected, will be awarded to the bidder scoring L1 in that cluster. Similarly, cluster 2 and cluster 6 will also be awarded.
- 18.3 Sports and Youth Services Department, Government of Odisha reserves the right to award the scheme operations to any of the technically qualified bidders based on its discretion and quoted rates. Any decision made by DSYS, Government of Odisha in this regard will be final.
- 18.4 The service cost for the manpower resources shall be discussed and agreed with Sports and Youth Services Department, Government of Odisha
- 18.5 Sports and Youth Services Department reserves the right to increase or decrease the scope of work, at the time of signing of the contract.
- 18.6 Failure of the Preferred Bidder/s to comply with the requirements shall constitute sufficient grounds for the annulment of the LOA. In such an event, and Sports Youth Services Department, Government of Odisha reserves the right to,
  - (a) invite the next-ranked bidder and negotiate upon the following scenario, or
  - (b) take any such measure as may be deemed fit in the sole discretion of DSYS, including annulment of the Bidding Process.

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

- 19.1 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.
- 19.2 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.
- 19.3 Sports and Youth Services Department, Government of Odisha may also terminate the contract/cancel the LOA in the event the Preferred Bidder/s fails to furnish the performance security or fails to execute the agreement.

## **20. Award of Contract**

- 20.1 Sports and Youth Services Department, Government of Odisha will award the contract to the Preferred Bidder/s to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.
- 20.2 Sports and Youth Services Department, Government of Odisha will communicate

the outcome to the Preferred Bidder/s 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 Preferred Bidder/s in consideration of the execution of work/services by them as prescribed in the contract.

- 20.3 The Preferred Bidder/s will be required to commence the assignment at the earliest, as communicated by Sports and Youth Services Department, Government of Odisha in this regard.
- 20.4 The Preferred Bidder/s 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.

## **21. Performance Security**

- 21.1 The Preferred Bidder/s shall be required to furnish a Performance Security prior to sign the contract (for an amount which is **7% of total project cost/contract value**) in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee (including E- Bank Guarantee) from a Commercial 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 Preferred Bidder accordingly. The format for BG for Performance Security is provided at **Annexure -IX**
- 21.2 Failure of the Preferred Bidder/s to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the award and other actions as deemed necessary.

## **22. Payment Terms**

- 22.1 Details about the method of payment, payment terms, billings, place of payment, etc. under this Service Order/ Agreement shall be specified in the General Conditions of Contract.
- 22.2 All payments shall be made in INR only and shall be made directly to the bank account of the Service provider.
- 22.3 No advance shall be paid and no letter of credit shall be issued.
- 22.4 Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 22.5 No interest charges for delay in payments, if any, shall be payable by Sports and Youth Services Department, Odisha.
- 22.6 Defective/incomplete bills shall be returned to the Service provider within 7 (seven) working days. No payment shall be made on defective/ incomplete bills.

## 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	Required Documents
1	<b>Technical Criteria</b>	
1.1	<p>The Bidder shall have successfully carried out at least 3 (three) professional manpower supply contract in State or Central Government organizations / PSUs / Private organization in India of value not less than INR 50 (fifty) Lakh each during the last 5 (five) years.</p> <p><b>Note:</b></p> <p>a. For the purpose of claiming experience in private organizations, only those private organizations shall be considered whose turnover is above INR 100 crore during preceding three consecutive Financial Years</p> <p>b. Professional manpower shall mean professionals who are Graduate/Post- Graduate (B.E./ B. Tech/ MBA/ PGDM/ MSc/ M-Tech/ CA/ ICWA/ NSNIS Diploma/ Coaching Certification from any International Sports Federation, etc.) in relevant disciplines</p>	<p>Self-attested copies of</p> <p>a) Relevant contracts or Work Orders or Agreement containing the scope of services, the value of the contract or Work Order or Agreement; and</p> <p>b) Completion certificate from their clients / employers, regarding successful completion of the services</p>
1.2	<p>The Bidder should have a minimum strength of 10,000 (Ten Thousand only) manpower in its payroll as on the date of submission of Bid</p>	<ul style="list-style-type: none"> <li>▪ Copy of latest Electronic Challan Cum Return of EPF to be enclosed</li> <li>▪ Alternatively, a certificate from the Bidder's statutory auditor certifying the number of manpower on the Bidders payroll (as on date of tender) shall also be considered as valid supporting document.</li> <li>▪ However, the Bidder shall submit the summary sheet of ECR/ Payment confirmation receipt. DSYS, Government of Odisha may carry out verification of the same if required.</li> </ul>

1.3	<b>Financial Criteria</b> Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 500 crore. FY (2020-21, 2021-22, 2022-23)	a) Copies of audited financial statements b) In case the audited financial statements of the last financial year are not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor
1.4	<b>Other Criteria</b>	
1.4.1	The Bidder should be a Company registered under Indian Companies Act' 1956/2013 (Private or Public)	Copies of <ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Memorandum of Association</li> <li>• Articles of Association</li> </ul>
1.4.2	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 – REG 06</li> </ul>
1.4.3.	The Bidder should not have been banned/blacklisted by any government agency or any PSU as on the date of submission of Bid	<ul style="list-style-type: none"> <li>▪ Declaration to this effect, as per the format given in Annexure IV</li> </ul>
1.4.4	Tender Paper Fee, EMD amount and Power of Attorney	<ul style="list-style-type: none"> <li>a) Proof of payment of Tender Paper Fee;</li> <li>b) Proof of payment of EMD;</li> <li>c) Bidder's Authorisation Certificate (as per the format given in Annexure III) in favour of the Authorized Signatory of the Bidder who shall also be the DSC holder.</li> </ul>
1.4.5	The Bidder should have registration under the Employees Provident fund act 1952, State Insurance Act 1948 and Contract Labor Act.	<ul style="list-style-type: none"> <li>▪ Copy of valid EPF &amp; ESI registration certificate and valid Labour License</li> </ul>
1.4.6	The Bidder whose Contract/ Agreement with DSYS, Government of Odisha had been terminated/ failed to perform will not be eligible to participate in the bidding.	<ul style="list-style-type: none"> <li>▪ Decision of DSYS, Government of Odisha in this regard is final &amp; binding on all such entities</li> </ul>

## G. Evaluation Criteria

Proposals should not include any financial details.

Sl. No.	Criteria	Max score	Marking scheme	Documents to be submitted in the Techno- Commercial Bid
<b>1</b>	<b>Experience of the firm</b>	<b>50</b>		
1A	Number of Years of Experience for supplying manpower	15	3 Years – 5 Marks For every additional 1 year, 1 mark shall be awarded, subject to a maximum 10 additional marks	Relevant contract and completion certificate issued by the client
1B	Number of professionals supplied during the last 3 years in State or Central Government organizations/ PSUs /Private organization Note: <ul style="list-style-type: none"> <li>For the purpose of claiming experience in private organizations, only those private organizations shall be considered whose turnover is above INR 100 crore during preceding three consecutive Financial Years</li> <li>Professional manpower shall mean professionals who are Graduate / Post- Graduate (B.E. / B. Tech / MBA / PGDM / MSc / M-Tech / CA / ICWA/NSNIS Diploma/Coaching Certification from any International Sports Federation, etc.) in relevant disciplines</li> </ul>	15	100 professionals – 5 marks  For every additional 50 professionals, 1 mark shall be awarded, subject to a maximum 10 additional marks	<ul style="list-style-type: none"> <li>Work order along with completion certificate or Continuation certificate</li> <li>The bidder shall submit the list of deployed professionals by name and Copy of EPF challan where the name of the deployed professionals should be there or employment certificate of the professionals.</li> </ul>
1C	Number of professional manpower supply contract in State or Central Government organizations / PSUs / Private organization in India of value not less than INR 50 Lakh during the last 5 years <ul style="list-style-type: none"> <li>For the purpose of claiming experience in private organizations, only those private organizations shall be considered whose turnover is above INR 100 crore during preceding three consecutive Financial Years</li> <li>Professional manpower shall mean professionals who are Graduate / Post- Graduate (B.E. / B. Tech / MBA / PGDM / MSc / M-Tech / CA / ICWA /NSNIS Diploma/Coaching Certification from any International Sports Federation, etc.) in relevant disciplines</li> </ul>	10	<ul style="list-style-type: none"> <li>3 contracts - 5 Marks</li> </ul> For every additional 1 contract 1 mark shall be awarded, subject to a maximum 5 additional marks	<ul style="list-style-type: none"> <li>Relevant contracts or Work Orders or Agreement containing the scope of services, the value of the contract or Work Order or Agreement; and</li> <li>Completion certificate from their clients/employers, regarding successful completion of the services</li> </ul>

1D	Relevant quality certificate from a recognized institution	5	<ul style="list-style-type: none"> <li>Any ISO/ other relevant certificate shall be considered</li> </ul>	<ul style="list-style-type: none"> <li>Copy of valid certificate</li> </ul>
1E	Office in Odisha	5	<ul style="list-style-type: none"> <li>If yes, then 5 marks</li> </ul>	<ul style="list-style-type: none"> <li>Copy of GST certification</li> </ul>
<b>2</b>	<b>Others</b>	<b>10</b>		
2A	Average financial turnover of the Bidder during the last 3 (three) financial years. FY (2020-21, 2021-22, 2022-23)	10	<ul style="list-style-type: none"> <li>INR 500 crore- 5 marks</li> <li>Additional 1 mark for each additional INR 100 crore – subject to maximum 5 additional marks</li> </ul>	<ul style="list-style-type: none"> <li>Copies of audited financial statements</li> <li>In case the audited financial statements of the last financial year is not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor</li> </ul>
<b>3</b>	<b>Approach and methodology (A&amp;M)</b>	<b>40</b>		
3A	Quality of the presentation – the presentation should contain 1) Company profile & Differentiating factors 2) Manpower deployment modalities 3) Experience in providing manpower services as required by this RfP 4) Handling issues and compliances 5) Technological solutions deployed by agency 6) Awards and certifications	40	<ul style="list-style-type: none"> <li>The eligible bidders shall be requested to make a presentation on their proposal to DSYS, Government of Odisha constituted for the purpose.</li> <li>Presentation to be given on Virtual platforms</li> </ul>	
	Technical Marks	100		

Bidders scoring more than 70 marks in the Evaluation shall be eligible for the Financial Bid Opening

## H. Terms of Reference

### Project Background

Department of Sports and Youth Services (DSYS), Government of Odisha, supports and nurtures young talent through its various sports promotional schemes. These schemes provide the necessary infrastructure, equipment, coaching facilities, and competition exposure to help athletes achieve excellence in their respective sports.

The Sports Department of Odisha, DSYS is inviting proposals from qualified and experienced sports management or professional manpower agencies to operationalize the different sports facilities across the state of Odisha. These facilities will cater to the needs of athletes and sports enthusiasts not only from across the state but also from the other parts of the country.

### Scope of Services

For the purpose of this RfP the 30 districts of the state of Odisha are being grouped into 6 clusters as given below. DSYS, Government of Odisha desires to hire professional manpower agencies for the Clusters 1, 2, and 6.

Cluster 1	Cluster 2	Cluster 3	Cluster 4	Cluster 5	Cluster 6
Angul	Bargarh	Cuttack	Balasore	Gajapati	Balangir
Dhenkanal	Deogarh	Jagatsinghpur	Bhadrak	Ganjam	Kalahandi
Kandhamal	Jharsuguda	Kendrapada	Jajpur	Rayagada	Subarnapur
Nayagarh	Sambalpur	Khordha	Mayurbhanj	Koraput	Nabarangpur
Boudh	Sundargarh	Puri	Keonjhar	Malkangiri	Nuapada

The Agency selected for each cluster shall provide the following services to Sports and Youth Services Department, Odisha as per the below mentioned timeframe:

Sl. No.	Name/ type of Services	Contract period	Location for providing the services
1	Providing professional trainers & other manpower for various sports facilities in Odisha for Sports and Youth Services Department, Odisha	5 years on year-to-year basis subject to assessment of the performance of the Service Provider. The contract shall be renewed each year.  Extendable up to another 5 years on same terms as mentioned above	Services to be delivered at various locations in different districts of Odisha. However, the department reserves the right to deploy the resources based on the requirements

The detailed scope and specifications of the services, along with the details of the manpower required are given in **Annexure VII**.

The bidders are to indicate the clusters they are bidding for in the format given in **Annexure XI**.

## I. List of Annexures

Sl. No	Description	Annexure	Submission
1.	Format of Pre-Bid Queries	Annexure-I	For Pre-Bid Queries
2.	Tender Submission Letter	Annexure-II	Technical Proposal
3.	Bidder's Authorization Certificate	Annexure-III	
4.	Performa for Affidavit	Annexure-IV	
5.	Information on Bidder's Organization	Annexure-V	
6.	Format for Financial Capacity	Annexure-VI	
7.	Tender Requirement	Annexure – VII	
8.	Power of Attorney	Annexure–VIII	
9.	Performance Bank Guarantee	Annexure-IX	To be Submitted by the Selected Bidder
10.	Draft form of Contract	Annexure-X	
11	Details of Cluster Wise Bid	Annexure -XI	Technical Proposal

**Annexure I: Format of Pre-Bid Queries**

To

Joint Secretary  
Sports & Youth Services Department,  
Govt. of Odisha,  
Nayapalli, Bhubaneswar - 751012

**Sub:** *RFP for provision of professional trainers & other manpower for various sports facilities in Odisha, Sports and Youth Services Department, Government of Odisha*

Ref: RFP No. ....

Dear

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

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

Yours faithfully,

Authorized Signatory

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

*Note: On the Letterhead of the Bidder*

## Annexure II: Tender Submission Letter

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

Sub: RFP for provision of professional trainers & other manpower for various sports facilities in Odisha, Sports and Youth Services Department, Government of Odisha'

Ref: RFP No.

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 (180) days from the date of opening the bid.
- (h) We are submitting the bid for the below clusters and have accordingly submitted EMD value of **Rs 50,000 for each cluster** being bid for.

Cluster 1	Cluster 2	Cluster 6
Yes/No	Yes/No	Yes/No

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 III: Bidder's Authorization Certificate**

To

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

Sub: *RFP for provision of professional trainers & other manpower for various sports facilities in Odisha, Sports and Youth Services Department, Government of Odisha*

Ref: RFP No. ....

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: -

Verifie

d 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 IV: 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 V: 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 VI: Format for Financial Capacity**

<b>Financial Year</b>	<b>Annual Turnover</b>
2020-21	
2021-22	
2022-23	

**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 VII: Tender Requirements**

### **1. Purpose and Scope of work**

#### **1.1. Purpose of this engagement**

The Sports ecosystem in Odisha has made significant advances through initiatives on various fronts – such as infrastructure development, establishment of High-Performance Centers, hosting of national and international sports events, and implementing initiatives for promoting sports, talent identification, etc. at grassroots level.

Odisha's performance in various sports have been improving significantly and more emerging talents are coming out of the ranks with various sports infrastructure spread across the state. Sports and Youth Services Department, Odisha aims to take this vision forward, by undertaking a strategic transformation of the sports ecosystem in Odisha, through a combination of unique initiatives around state team development, promoting tournaments and talent identification and development.

#### **1.2. Scope of Work**

The Agency shall provide professional coaching services at various facilities in different parts of the State of Odisha. The broad areas of services to be provided by the manpower resources deployed by the Agency are as below:

- a) **Coaching and Performance support staff:** Provide end-to-end technical coaching and support towards development and excellence in performance of various sports
- b) **Sport Management & Development:** Provide end-to-end management support towards all matters related to conduct of Tournaments, Athlete management, Support and planning of logistics, etc.
- c) **General Administration Services:** Provide overall support to the Sports and Youth Services Department towards monitoring of Infrastructure projects & facilities, maintenance of IT, Communications, and providing functional support in HR and Finance. The General Administrative Services will be provided to support the other sports disciplines, as required by DSYS.

The Agency will be responsible for timely deployment and management of experienced professionals with the qualifications as per the criteria/ terms provided in the RFP to deliver the services mentioned above. Details of the number of manpower resources to be deployed, the desired qualification, experience for each position and key responsibilities for each position have been provided in the following section.

##### **1.2.1. Deployment of the manpower resources**

- (a) The Agency will ensure the timely deployment of the manpower resources, post approval of DSYS. The Agency will ensure that the manpower resources are made aware of the rules & regulations and operational protocols of Sports & Youth Services Department, Govt. of Odisha.
- (b) The Agency shall submit monthly claims against the payment made to the deployed manpower resources. Payments to the deployed manpower resources would be made on actual number of people deployed every month, their attendance and after the monthly activities conducted by them are approved by the designated supervising authority, in the prescribed format. The duly approved forms would be submitted by the Agency along with their claim.
- (c) The Agency shall ensure that any replacement of the manpower resources, as required by DSYS for any reason specified or otherwise, shall be done promptly.
- (d) The Agency shall ensure that background verification is carried out for each resource deployed.
- (e) However, the number of positions and its corresponding qualifications & responsibilities for each category of manpower resource is indicative in nature and may change as per the requirement of DSYS.
- (f) New positions may also be added based on the requirement that may arise during the contract duration. Salary range of the new position will be in alignment with Sports Authority of India salary range or equivalent range prevalent in the market at the time of addition of the new position.

### **2.2.2 Instructions to the Agency:**

- (a) The manpower resources deployed by the selected Agencies for the assignment will be required to operate out of various parts of the State.
- (b) The liabilities in respect of the authenticity of information about the selected candidates will extend beyond the contract period. Hence the Agency will be liable to compensate any liability arising out of the performance of this contract either during or up to 1 year from the expiry of the contract.
- (c) Sports and Youth Services Department, Odisha has the right to reject the list of manpower resources provided by the Agency in case they are not found suitable as per the criteria.
- (d) In case the Sports and Youth Services Department, Odisha is not satisfied with the performance of the deployed manpower resources or because of indiscipline, it may ask the Agency to withdraw the concerned manpower resources and provide a replacement.
- (e) The Agency will replace with a suitable manpower resource following due

procedure at no cost to DSYS, within 30 days, if the deployed resource leaves within 6 months of joining or is asked to be withdrawn due to non-performance or on disciplinary grounds or adverse background verification.

- (f) Any replacement of manpower resource shall be done with prior consultation and approval of the DSYS.
- (g) The Agency is to ensure that the deployed manpower resources are aware that they are not employed by DSYS. These positions do not confer any right to the manpower resources to claim permanent employment with the Sports and Youth Services Department, Odisha. Further, the positions for manpower resources are liable to be terminated with the end of agreement or earlier as decided by Sports and Youth Services Department, Odisha.

### 2.3. Manpower:

The Service provider shall ensure that various manpower resources are deployed as per the requirements. The tentative requirement for one cluster is mentioned below:

Sl. No.	Position	No of Positions	Educational Qualifications	Desired Qualifications	Responsibilities
1	High Performance Director	1	<ul style="list-style-type: none"> <li>Diploma in Coaching from SAI, NSNIS or any other recognized Indian / Foreign with 10 years experience</li> <li>OR</li> <li>Medal winner in Olympic / World Championship with 3 years experience</li> <li>OR</li> <li>Olympic / International Participation with 7 years experience</li> <li>OR</li> <li>Dronacharya Awardee with 3 years experience</li> </ul>	<ul style="list-style-type: none"> <li>Highest Coaching certification by the concerned International Federation</li> </ul>	<ul style="list-style-type: none"> <li>Supervision and overseeing of all Coaching related matters for the concerned discipline</li> <li>Liaising with various stakeholders on need basis</li> <li>Devising optimal strategy, best practices and streamlining processes for overall development of the concerned discipline in the state.</li> <li>Any other relevant tasks assigned by DSYS officials</li> <li>Performance management and Monitoring of Athletes and Coaches</li> <li>Train the Sr. Coaches regarding state-of-the-art coaching standards from time to time and ensure implementation of the same</li> <li>Laying out talent identification and development strategy</li> <li>Picking and mapping the athletes and planning training cycles accordingly</li> <li>Counselling of coaches regarding doping norms for dissemination of information to the athletes accordingly and widely</li> <li>Fine tuning selection norms as per event for concerned disciplines for talent identification, development</li> <li>Coach allocation based on strength and competence accordingly across the state</li> <li>Any other relevant tasks assigned by DSYS officials</li> </ul>
2	Head Coach	2	<ul style="list-style-type: none"> <li>Diploma in Coaching from SAI, NSNIS or from any other recognized India/Foreign University with 7 years experience</li> <li>OR</li> <li>Medal Winner in Olympic / World Championship</li> <li>OR</li> </ul>	<ul style="list-style-type: none"> <li>Coaching certification by the concerned International Federation</li> </ul>	<ul style="list-style-type: none"> <li>Coach identified athletes in both a team environment and individual sessions.</li> <li>Planning and monitoring the development of all trainees to ensure their professional preparation for State / National competitions</li> <li>Assist in the selection of Sub Junior / Junior probables and the selections of for participation in National matches / competitions</li> </ul>

			<ul style="list-style-type: none"> <li>• Two-time Olympian OR</li> <li>• Dronacharya Awardee OR</li> <li>• Olympics or International Participation</li> </ul>		<ul style="list-style-type: none"> <li>• Utilize coaches and support staff to assist with the monitoring and skill development of the athletes</li> <li>• Provide leadership and management to ensure that all coaches and support staff are 'high performance' focused and success driven</li> <li>• Drive the provision of support services to the team, and individuals.</li> <li>• Assist in high performance coach and player development initiatives.</li> <li>• Develop a high-performance culture and leadership skills within the playing group and support staff.</li> <li>• Any other relevant tasks assigned by DSYS officials</li> </ul>
3	Assistant Head Coach	4	<ul style="list-style-type: none"> <li>• Diploma in Coaching from SAI, NSNIS or from any other recognized India/Foreign University with 5 years of experience OR</li> <li>• Medal Winner in Olympic / World Championship • OR</li> <li>• Two-time Olympian • OR</li> <li>• Dronacharya Awardee • OR</li> <li>• Olympics or International Participation</li> </ul>	• Coaching certification by the concerned International Federation	<ul style="list-style-type: none"> <li>• Be responsible for the coaching and preparation of the Odisha State teams.</li> <li>• Coach State identified athletes in both a team environment and individual sessions</li> <li>• Monitor and evaluate athlete performance using relevant data to ensure adherence to international standards</li> <li>• Ensure effective utilization of coaches, assist with the monitoring and skill development of athletes in the regions</li> <li>• Create, maintain and develop technical content for dissemination for creating athlete pathways across disciplines</li> <li>• Provide leadership and management to ensure that all coaches and support staff</li> <li>• Any other relevant tasks assigned by DSYS officials</li> </ul>
4	Coach	25	<ul style="list-style-type: none"> <li>• Diploma in Coaching from SAI, NSNIS or from any other recognized India/Foreign University with 3 years of experience • OR</li> <li>• Medal Winner in Olympic / World Championship • OR</li> <li>• Two-time Olympian • OR</li> </ul>	• Coaching certification by the concerned International Federation	<ul style="list-style-type: none"> <li>• Be responsible for the coaching and preparation of the Odisha State teams.</li> <li>• Coach State identified athletes in both a team environment and individual sessions.</li> <li>• Monitor and evaluate athlete performance using relevant data to ensure adherence to international standards</li> <li>• Assist with the monitoring and skill development of athletes in the regions</li> <li>• Implement coaching / training programmes in consultation with Sr. Coach, Head Coach as per the technical content</li> </ul>

			<ul style="list-style-type: none"> <li>• Dronacharya Awardee</li> <li>• OR</li> <li>• Olympics or International Participation</li> </ul>		<p>developed</p> <ul style="list-style-type: none"> <li>• Provide leadership and management support to Sr. Coach / Head Coach and coordination with support staff</li> <li>• Any other relevant work assigned by DSYS officials</li> </ul>
5	Asst. Coach	50	<ul style="list-style-type: none"> <li>• Diploma in Coaching from SAI, NSNIS or from any other recognized India/Foreign University with 2 years of experience</li> <li>• OR</li> <li>• Medal Winner in Olympic / World Championship</li> <li>• OR</li> <li>• Two-time Olympian</li> <li>• OR</li> <li>• Dronacharya Awardee</li> <li>• OR</li> <li>• Olympics or International Participation</li> </ul>	<ul style="list-style-type: none"> <li>• Coaching certification by the concerned International Federation</li> </ul>	<ul style="list-style-type: none"> <li>• Assist for the coaching and preparation of the Odisha State teams.</li> <li>• Coach State identified athletes in both a team environment and individual sessions. Planning and monitoring of coaching activities</li> <li>• Assist in Monitoring and evaluation of athlete performance using relevant data</li> <li>• Assist in monitoring and skill development of athletes in the regions</li> <li>• Provision of support services to the team and individuals</li> <li>• Any other relevant tasks assigned by DSYS officials</li> </ul>
6	Trainer	100	<ul style="list-style-type: none"> <li>• Diploma in Coaching from SAI, NSNIS or from any other recognized India/Foreign University with 1 year of experience</li> <li>• OR</li> <li>• National Level meritorious athlete with 3 years of experience</li> </ul>	<ul style="list-style-type: none"> <li>• Coaching certification by the concerned International Federation</li> </ul>	<ul style="list-style-type: none"> <li>• Assist for the coaching and preparation of the Odisha State teams</li> <li>• Coach State identified athletes in both a team environment and individual sessions</li> <li>• Assist in Monitoring and evaluation of athlete performance using relevant data</li> <li>• Assist in skill development of athletes in the regions</li> <li>• Provision of support services to the team and individuals</li> <li>• Any other relevant tasks assigned by DSYS officials</li> </ul>
7	Assistant Trainer / part Time Trainer / Intern	200	<ul style="list-style-type: none"> <li>• Diploma in Coaching from SAI, NSNIS or from any other recognized India/Foreign University with 1 year of experience</li> <li>• OR</li> <li>• National Level meritorious athlete with 2 years of experience</li> <li>• OR</li> </ul>	<ul style="list-style-type: none"> <li>• Coaching certification by the concerned International Federation</li> </ul>	<ul style="list-style-type: none"> <li>• Coach State identified athletes in both a team environment and individual sessions</li> <li>• Assist in Monitoring and evaluation of athlete performance using relevant data</li> <li>• Assist in skill development of athletes in the regions</li> <li>• Provision of support services to the team and individuals</li> <li>• Any other relevant tasks assigned by DSYS officials</li> </ul>

			<ul style="list-style-type: none"> <li>State Level meritorious athlete with 3 years of experience</li> </ul>		
8	Strength and Conditioning Expert (Male & Female as per requirement)	5	<ul style="list-style-type: none"> <li>Bachelors or Masters in Sports and Exercise Science / Sports Science/ Sports Coaching with 3 experience of working with National Level Athletes</li> </ul>	<ul style="list-style-type: none"> <li>Diploma in fitness training / Certificate course in Fitness Training or other similar courses from recognized institutes</li> </ul>	<ul style="list-style-type: none"> <li>Be responsible for overseeing the strength and conditioning-related aspects for the development of the Odisha State Teams and Individual athletes</li> <li>Implementing best practices, advising relevant stakeholders, and streamlining processes to ensure the athletes are the fittest in the country</li> <li>Travel with the teams for tournaments / players as and when required</li> <li>Any other relevant tasks assigned by DSYS officials</li> </ul>
9	Sports Masseur (Male & Female as per requirement)	10	<ul style="list-style-type: none"> <li>Bachelor's Degree / 12<sup>th</sup> Class with 3 experience</li> </ul>	<ul style="list-style-type: none"> <li>Experience in any Government / Semi Govt./Autonomous / PSU / Private Sector in sports domain working with National Level athletes</li> </ul>	<ul style="list-style-type: none"> <li>Providing Masseur services to the Odisha State Team members and other individual athletes</li> <li>Traveling with the teams for tournaments as and when required</li> <li>Any other relevant tasks assigned by DSYS officials</li> </ul>
10	Sports Physiotherapist (Male & Female as per requirement)	5	<ul style="list-style-type: none"> <li>Bachelors of Physiotherapy / Sports &amp; Exercise Science / Sports Coaching &amp; Exercise Science from any recognized Indian or Foreign University with 3 years of experience</li> </ul>	<ul style="list-style-type: none"> <li>Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain working with National Level athletes</li> </ul>	<ul style="list-style-type: none"> <li>Be responsible for overseeing the physiotherapy-related aspects for the development of the Odisha State Teams and individual athletes</li> <li>Implementing best practices, advising relevant stakeholders and streamlining processes to ensure the athletes are the fittest in the country</li> <li>Traveling with the teams for tournaments as and when required</li> <li>Any other relevant tasks assigned by DSYS officials</li> </ul>
11	Sports Scientist	1	<ul style="list-style-type: none"> <li>Master's Degree /Post Graduate Diploma in Sports Science (or related discipline) from a recognized University with 3 years of work experience</li> </ul>	<ul style="list-style-type: none"> <li>Experience in any Government/Semi Govt./Autonomous/ PSU / Private Sector in sports domain working with Elite athletes</li> </ul>	<ul style="list-style-type: none"> <li>Assist the Coaches to identify potential sportsperson in different sports discipline to make an extensive study</li> <li>To assist in evaluation of the long term plan of the athletes and proposals seeking sport science support.</li> <li>Provide the detailed analysis of support staff like foreign coach, physiotherapist, nutritionist, strength &amp; conditioning expert etc required for monitoring performance of an athlete</li> <li>Develop protocols for regular monitoring of the athletes and activating an athlete monitoring system. Ensure continue testing and data collection from a practical field of play</li> </ul>

					<p>environment.</p> <ul style="list-style-type: none"> <li>• Work closely with the ground coaches and support staff to ensure relevant scientific advice is relayed appropriately and utilized effectively.</li> <li>• Any other relevant tasks assigned by DSYS officials</li> </ul>
12	Nutritionist	1	<ul style="list-style-type: none"> <li>• Post Graduate Degree in Nutrition Science or related discipline from a recognized International or Indian University with 3 years of work experience</li> </ul>	<ul style="list-style-type: none"> <li>• Experience in any Government/Semi Govt./Autonomous/ PSU / Private Sector in sports domain working with Elite athletes</li> </ul>	<ul style="list-style-type: none"> <li>• Overseeing the nutrition-related aspects for the development of the athletes</li> <li>• Any other relevant tasks assigned by DSYS officials</li> </ul>
13	Sports Psychologist	1	<ul style="list-style-type: none"> <li>• Post Graduate Degree in Sports Psychology from a recognized International or Indian University with 3 years of work experience</li> </ul>	<ul style="list-style-type: none"> <li>• Experience in any Government/Semi Govt./Autonomous/ PSU / Private Sector in sports domain working with Elite athletes</li> </ul>	<ul style="list-style-type: none"> <li>• Overseeing the sports psychology related aspects for the development of the athletes</li> <li>• Implementing best practices, advising relevant stakeholders and streamlining processes to ensure that all the athletes are prepared psychologically for excelling in life and sports</li> <li>• Any other relevant tasks assigned by DSYS officials</li> </ul>
14	Manager – Sports Management & Development	1	<ul style="list-style-type: none"> <li>• Postgraduate/Graduate Degree from a recognized University with 3+ years of Work Experience</li> </ul>	<ul style="list-style-type: none"> <li>• Experience in any Government/Semi Govt./Autonomous/ PSU / Private Sector/ Sports Federations in sports domain</li> <li>• Strong Understanding of the sports &amp; development of sports</li> </ul>	<ul style="list-style-type: none"> <li>• Supporting the Head Sport &amp; Development with planning, monitoring and coordination with each Sport related functional areas, including but not limited to Competitions, Safety and Security, Accreditation &amp; Access Control, Ticketing, Housekeeping and Sanitization.</li> <li>• To make a well-established and extensive planning for housekeeping and general sanitization or the tournament for all the stadiums and training sites.</li> <li>• Ensuring strict budgets are followed.</li> <li>• Tracking all Sport requirements, deliverables and objectives and guiding/supporting functional area managers in the implementation of the same.</li> <li>• Gathering information on existing laws or regulations that may have a direct impact on the delivery of the final tournament;</li> <li>• Preparation of reports, presentations and documents for different stakeholders;</li> <li>• Review and update of all operational planning and policies against local conditions</li> <li>• Support in the preparation of templates/coordination</li> </ul>

					<p>documents for the operations venue teams including match readiness checklists for match day – 2, match day – 1 and game day.</p> <ul style="list-style-type: none"> <li>• Support other Departments, if required, in the planning and execution of all other closely linked functional areas – in particular marketing/ticketing, accreditation, transportation/logistics and overlays;</li> <li>• Prepare a final report compiling input from all Sport Functional Areas and ancillary events of the Tournament;</li> <li>• Any other relevant tasks assigned by DSYS officials</li> </ul>
15	Asst. Manager– Sports Management & Development	5	<ul style="list-style-type: none"> <li>• Postgraduate/Graduate Degree from a recognized University with 1+ years of Work Experience</li> </ul>	<ul style="list-style-type: none"> <li>• Experience in any Government/Semi Govt./Autonomous/ PSU / Private Sector/ Sports Federations in sports domain</li> <li>• Strong Understanding of the sport &amp; development of sports.</li> </ul>	<ul style="list-style-type: none"> <li>• Manage day-to-day administrative works.</li> <li>• Oversee the function, management, planning, execution, verification &amp; reporting of operations of the given projects.</li> <li>• Assist in drafting of the paperwork for the assigned projects</li> <li>Any other relevant tasks assigned by DSYS officials</li> </ul>
16	Senior Research Officer	1	<ul style="list-style-type: none"> <li>• Post Graduate / Graduate Degree with 3+ years of Work Experience in the relevant field</li> </ul>	<ul style="list-style-type: none"> <li>• Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain</li> </ul>	<ul style="list-style-type: none"> <li>• Overseeing the planning and implementation of the practices and processes as devised by the division head</li> <li>• Support the division head with research on emerging issues, impact assessments, planning activities, etc.</li> <li>• Liaising with various stakeholders on need basis</li> <li>• Overseeing the execution of the tasks assigned to Data Analysts</li> <li>• Any other relevant tasks assigned by DSYS officials</li> </ul>
17	Research Officer / Data Analyst	5	<ul style="list-style-type: none"> <li>• Graduate degree with 1+ years of work experience in the relevant field</li> </ul>	<ul style="list-style-type: none"> <li>• Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain</li> </ul>	<ul style="list-style-type: none"> <li>• Manage day-to-day planning, execution, verification &amp; reporting of tasks assigned by of the Manager Research and Analysis</li> <li>• Assist in drafting of the paperwork for the assigned projects</li> <li>• Any other relevant tasks assigned by DSYS officials</li> </ul>
18	Manager – Infra	1	<ul style="list-style-type: none"> <li>• Postgraduate/Graduate Degree in Civil Engineering or equivalent with 3+ years of Work</li> </ul>	<ul style="list-style-type: none"> <li>• Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain</li> </ul>	<ul style="list-style-type: none"> <li>• Overseeing the planning and implementation of the practices and processes as devised by the division head</li> <li>• Support the division head with research on emerging issues, impact assessments, planning infrastructure projects, etc.</li> <li>• Liaising with various stakeholders on need basis</li> </ul>

			Experience in the relevant field		<ul style="list-style-type: none"> <li>Overseeing the execution of the tasks assigned to Asst. Manager</li> <li>Any other relevant tasks assigned by DSYS officials</li> </ul>
19	Asst. Manager – Infra	5	<ul style="list-style-type: none"> <li>Bachelor's degree in Civil Engineering or equivalent with 1+ years of work experience in the relevant field</li> </ul>	<ul style="list-style-type: none"> <li>Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain</li> </ul>	<ul style="list-style-type: none"> <li>Manage day-to-day administrative works.</li> <li>Oversee the function, management, planning, execution, verification &amp; reporting of operations of the given projects.</li> <li>Assist in drafting of the paperwork for the assigned projects</li> <li>Any other relevant tasks assigned by DSYS officials</li> </ul>
20	Manager – IT	1	<ul style="list-style-type: none"> <li>Postgraduate/Graduate Degree with 3+ years of Work Experience in the relevant field</li> </ul>	<ul style="list-style-type: none"> <li>Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain</li> </ul>	<ul style="list-style-type: none"> <li>Overseeing the planning and implementation of the practices and processes as devised by the division head</li> <li>Support the division head with research on emerging issues, impact assessments, planning projects, etc.</li> <li>Liaising with various stakeholders on need basis</li> <li>Overseeing the execution of the tasks assigned to Asst. Manager</li> <li>Any other relevant tasks assigned by DSYS officials</li> </ul>
21	Asst. Manager – IT	5	<ul style="list-style-type: none"> <li>Bachelor's degree in IT or equivalent with 1+ years of work experience in the relevant field</li> </ul>	<ul style="list-style-type: none"> <li>Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain</li> </ul>	<ul style="list-style-type: none"> <li>Manage day-to-day administrative works.</li> <li>Oversee the function, management, planning, execution, verification &amp; reporting of operations of the given projects.</li> <li>Assist in drafting of the paperwork for the assigned projects</li> <li>Any other relevant tasks assigned by DSYS officials</li> </ul>
22	Manager - Communications	1	<ul style="list-style-type: none"> <li>Postgraduate/Graduate Degree with 3+ years of Work Experience in the relevant field</li> </ul>	<ul style="list-style-type: none"> <li>Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain</li> </ul>	<ul style="list-style-type: none"> <li>Overseeing the planning and implementation of the practices and processes as devised by the division head in PR and communications related matters</li> <li>Support the division head with research on emerging issues, impact assessments, planning projects, etc.</li> <li>Liaising with various stakeholders on need basis</li> <li>Overseeing the execution of the tasks assigned to Asst. Manager</li> <li>Any other relevant tasks assigned by DSYS officials</li> </ul>
23	Asst. Manager – Communications	5	<ul style="list-style-type: none"> <li>Bachelor's degree in Communications/ Mass Media or equivalent with 1+ years of work experience in the relevant field</li> </ul>	<ul style="list-style-type: none"> <li>Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain</li> </ul>	<ul style="list-style-type: none"> <li>Manage day-to-day administrative works related to PR and Communications.</li> <li>Oversee the function, management, planning, execution, verification &amp; reporting of operations of the given projects.</li> <li>Assist in drafting of the paperwork for the assigned projects</li> </ul>

					<ul style="list-style-type: none"> <li>Any other relevant tasks assigned by DSYS officials</li> </ul>
24	Manager – HR	1	<ul style="list-style-type: none"> <li>Postgraduate/Graduate Degree in HR with 3+ years of Work Experience in the relevant field</li> </ul>	<ul style="list-style-type: none"> <li>Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain</li> </ul>	<ul style="list-style-type: none"> <li>Overseeing the planning and implementation of the practices and processes as devised by DSYS</li> <li>Support the division head with research on emerging issues, impact assessments, planning projects, etc.</li> <li>Liaising with various stakeholders on need basis</li> <li>Overseeing the execution of the tasks assigned to Asst. Manager</li> <li>Any other relevant tasks assigned by DSYS officials</li> </ul>
25	Asst. Manager – HR	5	<ul style="list-style-type: none"> <li>Graduate degree in HR or equivalent with 1+ years of work experience in the relevant field</li> </ul>	<ul style="list-style-type: none"> <li>Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain</li> </ul>	<ul style="list-style-type: none"> <li>Manage day-to-day administrative works relating to HR of the manpower hired through the RFP</li> <li>Oversee the function, management, planning, execution, verification &amp; reporting of operations of the given tasks</li> <li>Preparing the relevant paperwork for assigned projects</li> <li>Any other relevant tasks assigned by DSYS officials</li> </ul>
26	Manager – Finance	1	<ul style="list-style-type: none"> <li>Postgraduate/Graduate Degree in Finance with 3+ years of Work Experience in the relevant field</li> </ul>	<ul style="list-style-type: none"> <li>Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain</li> </ul>	<ul style="list-style-type: none"> <li>Overseeing the planning and implementation of the practices and processes as devised by DSYS</li> <li>Support the division head with research on emerging issues, impact assessments, planning projects, etc.</li> <li>Liaising with various stakeholders on need basis</li> <li>Overseeing the execution of the tasks assigned to Asst. Manager</li> <li>Any other relevant tasks assigned by DSYS officials</li> </ul>
27	Asst. Manager – Finance	5	<ul style="list-style-type: none"> <li>Graduate degree in Finance or equivalent with 1+ years of work experience in the relevant field</li> </ul>	<ul style="list-style-type: none"> <li>Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain</li> </ul>	<ul style="list-style-type: none"> <li>Manage day-to-day administrative works relating to Finance of the manpower hired through the RFP</li> <li>Oversee the function, management, planning, execution, verification &amp; reporting of operations of the given tasks</li> <li>Preparing the relevant paperwork for assigned projects</li> <li>Any other relevant tasks assigned by DSYS officials</li> </ul>

- In the case that the qualified manpower resources cannot be deployed due to market conditions, DSYS, at its discretion, may relax the above qualification norms for deserving candidates.
- Given the emerging nature of sports ecosystem, the requirement of any specialized nature of manpower resource(s) to be provided by the service provider and the cost of such services provided shall be decided based on the prevailing rates of SAI or equivalent rates in the market, in order to maintain high quality of coaching and manpower resources for this assignment.
- DSYS reserves the right to change the requirement of manpower resources for providing the services and/or relax any condition / change the qualification criteria for deployment of the manpower resources.

- The Service provider may be required to provide overseas candidates due to the specialized nature of manpower resource(s) to be provided. The remuneration shall be decided based on prevailing rates of SAI or equivalent rates in the market.

### 2.3.1 General conditions

- i. The individual scope of services, KPIs and any change in the services cost of the manpower resources will be decided by DSYS in consultation with the Service provider, based on location and requirement.
- ii. As new requirements, processes, and technologies emerge in the field of Athletics, DSYS reserves the right to modify clauses in the terms & conditions of the agreement to ensure the desired objectives are achieved.
- iii. In the case of non-availability of qualified manpower resources for deployment, as suitably justified by the Service provider to Sports and Youth Services Department, Odisha, DSYS reserves the right to change the type of manpower resources to be deployed and/ or modify/determine the minimum qualifications for any coaches or other manpower to be deployed.
- iv. DSYS shall have the liberty to increase/decrease the number of manpower resources based on the prevalent situation. The Service provider will have to deploy the manpower resources at the designated areas/new areas as decided by DSYS within one month of notice. The new area can be any location within the state of Odisha.
- v. DSYS may, from time to time, modify/re-define the skill-levels/certification/educational qualification requirement (as applicable) for different categories of manpower.
- vi. DSYS reserves the right to add or alter the type of manpower required to be deployed and determine the eligibility and pay conditions. The service charges will remain same as per the finalized bid value of the selected bidder.
- vii. The Service provider shall neither deploy nor withdraw any manpower resources at any time without approval of Sports and Youth Services Department, Odisha. All deployment will happen only post a requisition given by DSYS to the Service provider. In case of separation of any existing person due to resignation/termination/death or any other reason whatsoever, the same needs to be substituted by a manpower resource that matches/exceeds the qualifications requirement.
- viii. The Service provider shall ensure that any replacement of the manpower resources, as required by Sports and Youth Services Department, Odisha for any reason specified or otherwise, shall be affected promptly without any additional cost to Sports and Youth Services Department, Odisha. If the Service provider wishes to replace any of the manpower resources, the same shall be done with prior concurrence of Sports and Youth Services Department, Odisha at the Service provider's own cost.
- ix. The Service provider shall ensure that the manpower resources deployed by it are disciplined and do not indulge in any activity prejudicial to the interest of Sports and Youth Services Department, Odisha. The manpower resources shall abide by the provisions of law.
- x. The Service provider shall not allow its manpower resources to collude/align with the employees of DSYS/dealers/ transporters/supplies and their agents and brokers or take part in any agitation.
- xi. DSYS reserves the right to direct the Service provider to transfer the manpower resources to obviate their collusion/ association / intimacy with DSYS Staff /dealers /transporters /Suppliers or their agents and brokers.
- xii. The Service provider shall take care of the accommodation and local travel of manpower resources that would be deployed across various location at its own cost and expense.
- xiii. Statutory payments such as EPF, ESI, bonus, gratuity, retrenchment benefit and annual

leave (EL)/ sick leave shall NOT be included in the Monthly Remuneration - they shall be paid separately to the Service Provider as per actuals on submission of necessary documentary evidence. These statutory payments shall be made to the professionals only after consultation with DSYS, Government of Odisha. Service/ Administrative & Management Charge on these Statutory payments shall also be paid by DSYS, Government of Odisha.

#### **2.4 Other Terms and Conditions:**

- a. The successful Service provider shall deploy the manpower resources within 45 days of receiving the work order from Sports and Youth Services Department, Odisha. Deployment of all the identified manpower shall be undertaken in a phased manner as per requirement of DSYS. The deployment schedule and requirements shall be mutually discussed and agreed between DSYS and the preferred bidder at the contractual stage.
- b. In case of any loss that might be caused to Sports and Youth Services Department, Odisha due to lapse on the part of the manpower resources discharging responsibilities, such loss will be borne by the Service provider and in this connection, Sports and Youth Services Department, Odisha shall have the right to recover the loss including by deducting appropriate amount from the invoice of Service provider to make good such loss to Sports and Youth Services Department, Odisha besides imposition of penalty. In case of frequent lapses on the part of the manpower resources deployed by the Service provider, Sports and Youth Services Department, Odisha shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- c. The deployed manpower resources can avail Leave as under:
  - Casual/ Sick Leave: 12 days per year
- d. If the manpower resources deployed by the Service provider any time are found absent from duty or found engaged in irregular activities, Sports and Youth Services Department, Odisha shall deduct the requisite amount at the pro-rata rates from the invoice of the Service provider besides imposition of penalty for non-observance of the terms of contract.
- e. The Service provider shall arrange to maintain the daily attendance record of the manpower resources deployed by it showing their arrival and departure time. The Service provider shall submit to Sports and Youth Services Department, Odisha an attested photocopy of the attendance record and enclose the same with the monthly invoice. Such attendance register shall be supervised/checked by the officer in charge from Sports and Youth Services Department, Odisha.
- f. In case of non-compliance/ non-performance of the services according to the terms of the contract, Sports and Youth Services Department, Odisha shall be at liberty to make suitable deductions from the invoice without prejudice to its right under other provisions of the contract.
- g. Service provider shall be solely liable for all payment/dues of the manpower resources deployed by it.

- h. The decision of Sports and Youth Services Department, Odisha regarding interpretation of the Special Conditions of Contract and the Agreement shall be final and binding on the Service provider.
- i. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- j. The Service provider will keep Sports and Youth Services Department, Odisha indemnified against any claims/disputes arising between the Service provider and its manpower resources deployed at various locations.
- k. The Service provider and the Service providers' manpower resources shall not be permitted to involve themselves in any type of strike, rally, bandh or dharana or protest held during the contract period and in the event of any such involvement of the Service provider and their staff in such activities, action will be taken against the Service provider like removal of the Service provider from the list/such staff will not be taken further on duty/contract will be terminated and consequential forfeiture of performance security already deposited against the contract.

### **3 Contract period**

- 3.1 The selected agency shall carry out the Scope of Work as per General Conditions of Contract and Special Conditions of Contract for a total period of 5 (five) years ("Contract Period"), on year-to-year basis at the sole discretion of Sports and Youth Services Department, Odisha, subject to annual assessment of the performance. This may be extended by another 5 (five) years on the same terms as above.
- 3.2 The Contract Period shall commence from the date of signing of the Agreement.
- 3.3 Sports and Youth Services Department, Odisha shall review the operational performance of the selected Service provider after 10 months of each Contractual Year (which shall be 12 calendar months calculated from the Commencement Date). On satisfactory result of such review, Sports and Youth Services Department, Odisha will issue a letter to the Service provider for continuing the work for the subsequent Contractual Year. If the performance of the Service provider is determined to be unsatisfactory by Sports and Youth Services Department, Odisha, the Agreement may be terminated prematurely at the end of the Contractual Year for which performance of the Service provider is reviewed.
- 3.4 The decision to revise the service cost of the manpower resources in subsequent years shall be at the sole discretion of Sports and Youth Services Department, Odisha.
- 3.5 The Contract value may change annually based on the requirement of manpower resources, as given by Sports and Youth Services Department, Odisha. The Service provider has to resubmit the Performance Security (as 3% of the Contract value for the year) in the form of bank guarantee to Sports and Youth Services Department, Odisha for each Contractual Year.

- 3.6 If the selected Service provider declines to undertake the work for subsequent year, the Performance Security shall be forfeited. In such case Sports and Youth Services Department, Odisha will be free to award the balance tendered work to other Service providers at the quoted price (Service charge).
- 3.7 At any point of time or at the end of any year, Sports and Youth Services Department, Odisha can close / rescind the awarded work without any risk and responsibility in case it is observed that work performance is poor or not in the interest of Sports and Youth Services Department, Odisha.

## **4 Statutory and Legal requirements**

### **4.1 Manpower Deployment:**

- 4.1.1 In respect of all manpower resources deployed by the Service provider for the delivery of services to Sports and Youth Services Department, Odisha, the Service provider shall comply with all legislations and rules of State and/ or Central Government or other local authority notified from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety, as applicable.
- 4.1.2 The Service Provider shall abide by the applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, gratuity, retrenchment, leave and leave encashment, health care, uniform and compensation to its employees and workmen.

### **4.2 Statutory Laws:**

- 4.2.1 All the prevailing statutory laws and Regulation / Acts and Rules etc. as applicable to this contract shall be complied by the Service provider. In case of failure to do so, Sports and Youth Services Department, Odisha may at its discretion ensure compliance directly on its behalf and recover the expenses including penalties from the Service provider and/ or take such action as deemed fit at its risk and cost.
- 4.2.2 In case the Service provider fails to observe and perform and discharge its/ his obligation under the applicable laws, Sports and Youth Services Department, Odisha shall recover from the Service provider any cost or expenses that it may have incurred or suffered on account of failure of the Service provider.
- 4.2.3 Sports and Youth Services Department, Odisha will not be held responsible in any manner whatsoever, in respect of the manpower resources engaged by the Service provider for the delivery of this engagement.
- 4.2.4 All the statutory liabilities and obligations should be taken into account while quoting of rate by the Service provider and payment to its manpower resources to be made accordingly.
- 4.2.5 There will be no relationship of Employer – Employee between Sports and Youth Services Department, Odisha and manpower engaged by the Service provider under the contract. It shall be the responsibility of Service provider to regulate the terms of engagement of the manpower without any liability whatsoever to Sports and Youth Services Department, Odisha.
- 4.2.6 The Service provider shall make his own standing orders for the manpower resources

engaged by him & get the same approved through concerned authorities of Sports and Youth Services Department, Odisha.

- 4.2.7 In case a female employee of the Service Provider has been deployed in DSYS for a period entitling her to Maternity Leave under the relevant statutes, then demand of the Service Provider for reimbursement of statutory payment of remuneration for the period of maternity leave shall be accepted for payment. However, no Service/ Administrative & Management charges shall be payable to the Service Provider for such reimbursement of payment for maternity leave, sanctioned by them.

## 5 Payment terms:

- 5.1. The Service provider shall maintain proper records of the attendance of manpower resources
- 5.2. The Service provider shall be paid for each category of Manpower at the following rates plus quoted Service Charge based on actual deployment.
- 5.3. The Service provider will be levied a 2% TDS subject to fulfilling relevant Companies and Income Tax Acts.
- 5.4. The consolidated monthly service for each of the manpower resource is provided in the table below. For all the manpower resources, the following would apply:
  - i. The monthly service cost have been benchmarked, to the extent possible, against SAI norms. In case there is an interim change on the base SAI Rates for the positions listed below during the tenure of the agreement, the same shall be made applicable to the rates mentioned below.
  - ii. The monthly service cost will be all-inclusive. No other allowance for accommodation, travel etc. is admissible.
  - iii. Annual revision in the service cost will be decided by DSYS as per the prevailing norms of the Sports Authority of India, in similar service contracts.

SI No	Position	Consolidated Monthly Service Cost (₹)
1	High Performance Director	2,20,000
2	Head Coach	1,45,000
3	Assistant Head Coach	1,25,000
4	Coach	1,05,000
5	Asst Coach	50,000
6	Trainer	30,000
7	Assistant Trainer / Part Time Trainer / Intern	15,000
8	S&C Coach	60,000
9	Masseur / Masseuse	35,000
10	Physio	60,000
11	Sports Scientist	60,000
12	Nutritionist	60,000
13	Psychologist	60,000
14	Manager – Sport Management & Development	1,12,500
15	Manager – Infra	1,12,500
16	Manager – IT	1,12,500
17	Manager – Communications	1,12,500

18	Manager – HR	1,12,500
19	Manager – Finance	1,12,500
20	Manager – SRO	1,12,500
21	Asst. Manager – Sport Management & Development	50,000
22	Asst. Manager – Infrastructure	50,000
23	Asst. Manager – IT	50,000
24	Asst. Manager – Communications	50,000
25	Asst. Manager – HR	50,000
26	Asst. Manager – Finance	50,000
27	Asst. Manager – RO /DA	50,000

**Note:**

- i. The required number of manpower services is indicative in nature. Sports and Youth Services Department, Odisha reserves the right to revise the requirement at any given point.
  - ii. The monthly service cost for each of the services provided will be decided by the Committee set up by DSYS, Government of Odisha and is subject to the higher value in the band specified in the table above, as applicable.
  - iii. If the Agency is providing manpower resources who are currently under employment with a Govt organization, the service cost for such manpower resources shall be as per the designation and salary of the personnel in that Government organization, and not as per the service cost range corresponding to the position in the table above. Relevant supporting documents regarding the salary of the personnel in the Government organization will be provided to DSYS.
  - iv. The monthly service cost of the manpower resources who, owing to an increase in their number of years of work experience during the course of this engagement, become eligible for a higher monthly service cost, will be considered for revision in accordance with the new band. The decision will be taken by the Committee set up by DSYS.
  - v. The monthly service cost of the manpower resource who completes higher technical certifications during the course of this engagement, will be considered for revision. The decision will be taken by the Committee set up by DSYS.
  - vi. GST will be charged on gross monthly billing by the Service Provider, as per the provisions applicable to the GST Act.
  - vii. Applicable Income Tax and GST shall be deducted at source.
- 5.5. The Service provider shall submit a detailed check list and certificate along with each invoice to the effect that payments have been made to the manpower resources as per the approved service cost and acquaintance roll and all laws /obligations have been complied. In order to confirm the correctness of payment, the Service provider has to submit adequate documentary proof of payment of service cost through Bank, any other payments (wherever applicable) and GST of preceding month to the concerned authority along with invoices.
- 5.6. The Service provider shall ensure full compliance with Tax laws of India with regard to the contract and shall be solely responsible for the same. The Service provider shall submit the copies of acknowledgement as a proof of filing of returns every month/quarter/ year and shall keep the employer fully indemnified against liability of tax, interest, penalty etc. of the Service provider in respect thereof which may arise.

- 5.7. In addition to the above, GST as applicable will be paid to the Service provider on gross monthly invoice amount subject to submission of required proof as per rule. The Service provider shall raise the invoice as per GST Act and Rules.
- 5.8. The Service provider will submit the invoice to Sports and Youth Services Department, Odisha on a monthly basis, along with the below mentioned documents:
- attendance record of the manpower resources for the relevant month.
  - The service cost sheet of the manpower resources for the relevant month, certified by the Authorized Signatory
  - Bank statement for crediting the service cost amount to the individual bank account of the manpower resources.
  - Proof of payment statutory dues – EPF & ESI, bonus, gratuity and annual leave wages (EL) - if any paid.
  - Any other documents required by the statutory authorities
  - and any other statutory deductions if so will be submitted for the preceding month with the invoice.

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

The Nodal Officer will verify the attendance and other required documents, and further recommend to Sports and Youth Services Department, Odisha in order to release payment to the Service provider. The above documents except attendance and service cost Sheet are not applicable for first monthly invoice.

- 5.9. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 5.10. The Performance Security in the final Contractual year shall be released after the submission of the final invoice and NOC by the Nodal Officer.
- 5.11. The Income-tax, GST and other statutory dues are required to be deducted from the invoice unless exempted by the concerned Department in favour of the Service provider mentioning Sports and Youth Services Department, Odisha' work order number and the documentary evidence of such exemption is to be submitted for availing the exemption.
- 5.12. The Service Provider shall deposit monthly EPF and ESI dues in respect of professionals deployed in DSYS, Government of Odisha with appropriate authority within stipulated period.
- 5.13. Tax invoice chargeable to the DSYS, Government of Odisha containing the Monthly Remuneration as per the service order/LoA issued. The statutory dues (i.e EPF, ESI, bonus, gratuity and annual leave wages (EL)) deposited shall be reimbursed including its Service/ Administrative & Management charges of agency after every month of services rendered on submission of necessary documentary evidence
- 5.14. The Service Provider has to submit adequate documentary proof of payment of Monthly Remuneration through bank along with documentary proof of EPF, ESI deposit and other statutory payments, attendance data of the concerned professional which will be certified by concerned Module/stream in-charge of DSYS, Government of Odisha, based on which invoice will be raised by the Service Provider failing which they may be processed by DSYS, Government of Odisha only in the next month. The payment will be made subsequently based on the invoice data.

## **6. Price Revision**

- 6.1 Service/ Administrative & Management charges as percentage of Monthly Remuneration of the professionals excluding GST: There shall be no revision in the percentage throughout the Contract Period.
- 6.2 Monthly Remuneration of professionals: In case of engagement of professionals from more than 12 (twelve) months, the Monthly Remuneration of such professionals shall be enhanced based on periodic performance reviews subject to a maximum of 7%.

## **7. Liquidated Damages / Penalty Clause:**

### **7.1. In case of loss due to lapse on the part of manpower resources deployed by the Service provider**

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

### **7.2. In case of any loss/theft**

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

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

- 7.3.1. For any breach of contract, Sports and Youth Services Department, Odisha, shall be entitled to impose a penalty to the extent of 1% of the total contract value on the first instance upon the Service provider in the event of breach, violation or contravention of any of the terms and conditions contained herein.
- 7.3.2. If the lapse is repeated, the extent of penalty will be doubled on each such occasion, limited to 10% of the total contract value. However, the Service provider can appeal for waiver of penalty to Joint Secretary, Sports and Youth Services Department, Odisha who is the final authority for taking decision in this respect. The decision of Sports and Youth Services Department, Odisha in this regard shall be final and binding upon the

Service provider. Some of the instances, in which penalty shall be imposed, are enumerated below. The list is illustrative and non-exhaustive.

- a. If the selected Service provider is not able to provide the required number and quality of manpower resources, a penalty for shortage of attendance will be imposed. The shortage, and the resultant penalty will be considered against the required number and quality of manpower resources as per the requisition given by the DSYS to the Service Provider, as per Clause 7.4.2
- b. If the behavior of the manpower resources is found to be discourteous / disrespectful.
- c. If any manpower resource found not performing duty, submitting a fake name and address.
- d. If the manpower resources are found indulging in unlawful activities.

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

- a. Service cost is not paid in time to the manpower resources.
- b. Salary Slip not issued to the manpower resources deployed by the Service provider
- c. Payment to manpower resources is made in Cash or by Cheque

7.3.3. Violation of any of the terms and conditions of the contract shall lead to deduction from the total amount of invoice for the month. Such deductions, however, shall be limited to a maximum of 10% of the total amount of invoice for the month. When the maximum limit of deduction is reached, Sports and Youth Services Department, Odisha at its discretion, may also terminate the contract, by issuing a notice 30 days prior to such termination.

#### **7.4. In the event of delay in manpower deployment**

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

## **8. Taxes & Duties**

### **8.1. Indirect Taxes**

8.1.1 The Service provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of Sports and Youth Services

Department, Odisha subject to submission of documentary evidence to the satisfaction of Sports and Youth Services Department, Odisha.

8.1.2 In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service provider shall deposit the same to the appropriate Authority which shall be reimbursed by Sports and Youth Services Department, Odisha on actuals and upon submission of documents evidencing such payment.

8.1.3 Obligations relating to Goods and Services Tax (GST)

- i) The Service provider should have registration under GST Acts
- ii) The Service provider has to raise Invoice as required under the GST Act and relevant Rules made there under.
- iii) The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;
  - a. Name, address and Goods and Services Tax Identification Number of the Supplier;
  - b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters-hyphen or dash and slash symbolised as “-” and “/” respectively, and any combination thereof, unique for a financial year;
  - c. Date of its issue;
  - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
  - e. Harmonized System of Nomenclature code for goods or SAC code for services
  - f. Description of goods or services;
  - g. Total value of supply of goods or services or both;
  - h. Taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
  - i. Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);
  - j. Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);
  - k. Whether the tax is payable on reverse charge basis; and
  - l. Signature or digital signature of the supplier or his authorized representative.
- iv) The Service provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to Sports and Youth Services Department, Odisha and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time, so as to make Sports and Youth Services Department, Odisha enable to take Input Tax Credit (ITC) of the GST amount paid against those invoices.
- v) If due to any reason attributable to the Service provider, Input credit of the GST amount paid on Invoices raised by the Service provider is not available to Sports and Youth Services Department, Odisha/denied by DSYS then the

same will be recovered from the payments of the Service provider or the Service provider has to deposit an equivalent amount.

- vi) The Service provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
- vii) The Service provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
- viii) The Service provider hereby undertakes to indemnify Sports and Youth Services Department, Odisha, from any liabilities arising in future due to noncompliance by the Service provider of the GST Acts, Rules and any other Acts currently in force and applicable to the Service provider in relation to the job assigned to the Service provider by Sports and Youth Services Department, Odisha.

## 8.2. **Direct Taxes**

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

**Annexure VIII: 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 an Agency for provision of professional trainers & other manpower for various sports facilities in Odisha, Sports and Youth Services Department, Government of Odisha. Project proposed to be developed by (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 IX: 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 X: Draft Form of Contract**

### **CONTRACT**

**for**

**Provision of professional trainers & other manpower for  
various sports facilities in Odisha**

**Between**

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

**and**

XXXXXX

**Dated: XX XXXXX 2024**

<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>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 - Appendix A – Tender Requirements</b>

**I. Contract**

This **CONTRACT** (hereinafter called the “Contract”) is made on **XXXXXX 2024**, between **Sports and Youth Services Department, Government of Odisha** (hereinafter called the “Employer”), of the **First Part** and, **XXXXXXXXXXXXXXXXXX** (hereinafter called the “Agency”) 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 Agency 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/Annexures:  
Appendix A: BOQ  
Annexure IX: Performance Bank Guarantee
- d) Request for Proposal (RFP) Document No \_\_\_\_\_ and RFP Name \_\_\_\_\_pre-bid clarifications if any and financial proposal

2. The mutual rights and obligations of the “Employer” and the Agency shall be as set forth in the Contract, in particular:

- a) the Agency shall carry out and complete the Services in accordance with the provisions of the Contract; and
- b) the “Employer” shall make payments to the Agency 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 Sports and Youth Services Department, Government of Odisha. Designation.	For and on behalf of XXXXXXXXXXXXXXXXXX Designation.
Witness 1.	Witness 1.

## II. 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) "Agency" 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) "Party" means the "Employer" or the Agency, as the case may be, and "Parties" means both of them.
- (k) "Personnel" means professional services provided by the Agency 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).
- (l) "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].
- (m) "SC" means the Special Conditions of Contract by which the GC as may be amended or supplemented with the approval of the parties.
- (n) "Services" means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- (o) "Sub-Agencies" means any person or entity to whom/which the Agency subcontracts any part of the Services, with the approval of the Employer.
- (p) "Third Party" means any person or entity other than the "Employer", or the Agency
- (q) "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 Agency. The Agency, 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 Agency as its Limited Agent.

Save and except for the “Limited Agency” created under this Agreement, Agency agrees that it is an independent Party and that neither party is the legal representatives of the other and further, Agency 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.** A 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 in Odisha and where the location of a particular task is not so specified, at such locations, as the “Employer” may approve. **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 Agency may be taken or executed by the officials specified in the SC.
- 1.7. Taxes and Duties:** The Agency, shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

## **1.8. Fraud and Corruption**

**1.8.1. Definitions:** It is the Employer's policy to require that Employer as well as Agency 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 Agency, 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.

### **1.8.2. Measures to be taken by the Employer**

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

## **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 Agency instructing the Agency "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 Agency 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 Agency 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-AGENCY 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 Agency, upon instructions by the “Employer”, shall either:
  - (i) demobilize, or
  - (ii) continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.

### **2.8 Suspension**

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

### **2.9 Termination**

2.9.1.1 The “Employer” may terminate this Contract in case of the occurrence of any of the events specified below of this Clause.

- a) If the Agency fails to respond to a notice of suspension pursuant to Clause GC 2.8 hereinabove.
- b) If the Agency becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Agency, 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 Agency submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- e) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

- f) If the Agency 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 Agency to improve the quality of the services.
- g) If, as the result of Force Majeure, the Agency 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.

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

**2.9.2 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 Agency’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.

**2.9.3 Cessation of Services:** Upon termination of this Contract hereof, the Agency 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.

**2.9.4 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 Agency:

- a) If the Contract is terminated pursuant to Clause 2.9.1.1, 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 Agency 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 Agency will be required to pay any such liquidated damages to client within 30 days of termination date.

**2.9.5 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 Agency**

#### **3.1 General**

**3.1.1 Standard of Performance:** The Agency 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 Agency 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- Agencies or Third Parties.

**3.2 Conflict of Interests:** The Agency 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 Agency shall promptly disclose the same to the Employer and seek its instructions.

**3.2.1 Agency not to benefit from Commissions, Discounts, etc.:**

The payment of the Agency pursuant to Clause GC 6 hereof shall constitute the Agency only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Agency 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 Agency shall use its best efforts to ensure that any Sub- Agencies, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Agency, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Agency 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 Agency in the exercise of such procurement responsibility shall be for the account of the “Employer”.

**3.2.2 Agency and Affiliates Not to Engage in Certain Activities:** The Agency agrees that, during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency, as well as any Sub-Agencies and any entity affiliated with such Sub-Agencies, shall be disqualified from providing

goods, works or services (other than consulting services) resulting from or directly related to the Agencies Services for the preparation or implementation of this project.

**3.2.3 Prohibition of Conflicting Activities:** The Agency shall not engage and shall cause their Personnel as well as their Sub-Agencies 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 Agency 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 Agency 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 Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that the Agency owns or has the right to use in performing the service. Notwithstanding the delivery of any reports, the Agency 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 Sports and Youth Services Department, Government of Odisha reflected in them).

**3.4.1 Liability of the Agency:** Subject to additional provisions, if any, set forth in the SC, the Agency’s liability under this contract shall be provided by the Applicable Law.

**3.4.2 Insurance to be Taken out by the Agency:** The Agency (i) shall take out and maintain, and shall cause any Sub- Agencies to take out and maintain insurance, at their (or the Sub- Agencies’, 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.

**3.4.3 Accounting, Inspection and Auditing:**

Agency 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 Agency/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 Agency, Employer or its authorized representatives will be entitled to have such Records examined during Agency’s normal business hours.

Under no circumstances will Employer have access to Agency's general ledger information, Agency 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 Agency of third-party invoices, or internal or external Agency correspondence or communications regarding the keeping of client's records or regarding any other client audit.

**3.4.4 Agency's Actions Requiring "Employer's Prior Approval:** The Agency shall obtain the "Employer's prior approval in writing before taking the below action.

- Placement of any order for mobilizing/installation of any of the BOQ items should be preceded by written approval of DSYS, Government of Odisha.

**3.4.5 Subcontracts:** The Agency 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 Agency shall always retain full responsibility for the Services. In the event that any Sub- Agencies are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Agency 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 Agency shall submit to the "Employer" the photographs of each line item executed from the BOQ at all locations and along with duration of the installation for the purpose of approval and audit. Final reports shall be delivered in external hard disk in addition to the hard copy.

**3.6 Documents Prepared by the Agency to be the Property of the "Employer":** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Agency 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 Agency 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 Agency and third parties for purposes of development of any such computer programs, the Agency 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's** Equipment, vehicles and materials made available to the Agency by the "Employer", or purchased by the Agency 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 Agency 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 Agency, 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 Agencies:** Equipment or materials brought into the Government’s country by the Agency and the Personnel and used either for the Project or personal use shall Agency in the property of the Agency or the Personnel concerned, as applicable.

#### **4. Agency**

- 4.1 General:** The Agency 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 Agency’s Key Personnel are as per the Agency’s proposal.

(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 A may be made by the Agency 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 A may be increased by a separate agreement in writing between the “Employer” and the Agency. 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 Resident Project Manager:** If required by the SC, the Agency shall ensure that at all times during the Agency’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 Agency with work permits and such other documents as shall be necessary to enable the Agency 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 Agency 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 Agency 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 Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties.

**5.3 Payment:** In consideration of the Services performed by the Agency under this Contract, the "Employer" shall make to the Agency such payments and in such manner as is provided by Clause GC 6 of this Contract.

## **6. Payments to the Agency**

### **6.1 Total Cost of the Services**

The total cost of the Services payable is as per the Agency's proposal to the Employer and as negotiated thereafter.

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

**6.3** The Service provider shall maintain proper records of the attendance of manpower resources

**6.4** The Service provider shall be paid for each category of Manpower at the following rates plus quoted Service Charge based on actual deployment.

**6.5** The Service provider will be levied a 2% TDS subject to fulfilling relevant Companies and Income Tax Acts.

**6.6** The consolidated monthly service for each of the manpower resource is provided in Appendix A. For all the manpower resources, the following would apply:

- The monthly service cost has been benchmarked, to the extent possible, against SAI norms. In case there is an interim change on the base SAI Rates for the positions listed below during the tenure of the agreement, the same shall be made applicable to the rates mentioned below.
- The monthly service cost will be all-inclusive. No other allowance for accommodation, travel etc. is admissible.
- Annual revision in the service cost will be decided by DSYS as per the prevailing norms of the Sports Authority of India, in similar service

contracts.

- The required number of manpower services is indicative in nature. Sports and Youth Services Department, Odisha reserves the right to revise the requirement at any given point.
- The monthly service cost for each of the services provided will be decided by the Committee set up by DSYS, and is subject to the higher value in the band specified in the table above, as applicable.
- If the Agency is providing manpower resources who are currently under employment with a Govt organization, the service cost for such manpower resources shall be as per the designation and salary of the personnel in that Government organization, and not as per the service cost range corresponding to the position in the table above. Relevant supporting documents regarding the salary of the personnel in the Government organization will be provided to DSYS.
- The monthly service cost of the manpower resources who, owing to an increase in their number of years of work experience during the course of this engagement, become eligible for a higher monthly service cost, will be considered for revision in accordance with the new band. The decision will be taken by the Committee set up by DSYS.
- The monthly service cost of the manpower resource who completes higher technical certifications during the course of this engagement, will be considered for revision. The decision will be taken by the Committee set up by DSYS.
- GST will be charged on gross monthly billing by the Service Provider, as per the provisions applicable to the GST Act.
- Applicable Income Tax and GST shall be deducted at source.

## 6.7 Fairness and good faith

- **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.
- **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.

## 7. Liquidated damages and penalties

- 7.1. The Agency hereby agrees that due to negligence of act of the Agency, 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 Agency agrees to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
- 7.2. The amount of liquidated damages under this Contract shall not exceed 10% of

the total value of the contract.

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

**7.3.1.** If the deliverables are not submitted as per schedule, the Agency shall be liable to pay 10% of the total cost of the services for delay of each week or part thereof.

**7.3.2.** If the deliverables are not acceptable to the Employer and defects are not rectified to the satisfaction of the Employer, the Agency 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.

**7.4.** 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.

**8. Miscellaneous provisions:**

- 1) 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.
- 2) The Agency shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- 3) Each member/constituent of the Agency, 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.
- 4) The Agency shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- 5) The Agency shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency'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 Agency.
- 6) The Agency shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub- contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.
- 7) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 8) 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 (Agency) for any engagement,

service or employment in any capacity in any office or establishment of 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 : ..... Agency : ..... Attention : ..... Telephone : ..... Email : .....
2	1.8	The Authorized Representatives are:  For the Employer: ..... For the Agency: .....
3	2.3	Commencement of Services: .....
4	2.4	The time period shall be .....
5	3.4.1	Limitation of the Agency's Liability towards the "Employer" In any event, the overall aggregate liability of the Agency in respect of all claims and liabilities arising under this Agreement shall be limited to one Quarter Fees payable to the Agency 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	The accounts are;  For local currency Receiving Bank : ... Account No. : ... IFSC/RTGS Code: .. MICR Code : .. Beneficiary Name : ... Beneficiary Address: ...
8	1.5.2	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.

### **III. Appendices - Appendix A – Tender Requirements**

**Annexure XI: Details of Cluster wise bid**

The bidder is to indicate the clusters for which they are submitting the bid, Bids for the cluster shall only be considered if the EMD for each cluster is submitted.

Cluster 1	Cluster 2	Cluster 6
Yes/No	Yes/No	Yes/No