

RFP No. SYS-CSS-MISC-0001-2025- 30212- SYS

Date 16.12.2025



“RFP for Appointing an Agency for providing Sports Science Resources at Khelo India State Centre of Excellence, Bhubaneswar– Odisha”

Sports & Youth Services Department, Government of Odisha

Kalinga Stadium, Nayapalli, Bhubaneswar – 751012

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1. Schedule of the RFP & Data Sheet

Sports & Youth Services Department, will endeavor to adhere to the following schedule:

Sl. No.	Activity Description	Details
1.	Name of the RFP	“RFP for Appointing an Agency for providing Sports Science Resources at Khelo India State Centre of Excellence, Bhubaneswar– Odisha”
2.	Type of RFP	Open Tender
3.	Mode of tendering	E-Tender
4.	Mode of Selection	Quality cum Cost Based (QCBS) Technical 80: Financial 20
5.	Date of publication of RFP	16.12.2025
6.	Last date for sending pre-bid Queries to DSYS	20.12.2025 by 4:00 PM. Queries may be sent by email to tender.dsys@odisha.gov.in
7.	Pre-Bid Meeting (Online)	22.12.2025 by 4:00 PM (to be held via video conferencing.) Video Call Link: https://meet.google.com/pby-yhbp-scj
8.	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	29.12.2025
9.	Bid submission Starting Date	30.12.2025: 2.00 PM
10.	Bid Submission end Date	07.01.2026: 3:00 PM
11.	Opening of Technical Bid	07.01.2026: 4:00 PM
12.	Opening of Financial Bid	To be informed to the Technically Qualified Bidders
13.	Financial bid (For bidder information)	The minimum rate of service charge shall be 3.85% and the service charge should not exceed 7% in any case, as per OGFR 2023, Finance Department, Government of Odisha Rule No 264 Sub Point (iv).

14.	Tender Document Cost (non-refundable) including GST	<p>Amount: INR 10,000 (Rupees Ten Thousand only) including GST @18%, payable in DD/ Banker’s Cheque only in favor of ‘DDO, Sports and Youth Services Department, Government of Odisha’ payable at Bhubaneswar.</p> <p>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.</p>
15.	Earnest Money Deposit (EMD)	<p>The bidder shall deposit Earnest Money of INR 4,46,400/- (Four lakhs forty six thousand four hundred) through Demand Draft drawn in favor of “Sports & Youth Services Department” payable at Bhubaneswar”. The EMD shall be valid for 30 days beyond the Bid Validity period.</p> <p>Bidders/Agencies registered as Micro and Small Enterprises (MSEs) or recognized as Startups under DPIIT shall be exempted from payment of the Earnest Money Deposit (EMD), subject to submission of valid supporting documents.</p>
16.	Performance Security	<p>5% of the Annual Contract value (excluding taxes). Amount shall be submitted in the form of Demand Draft or Bank Guarantee in the format provided in Annexure XI</p>
17.	Nodal Officer	Dhiroj Pattanayak, ORS, OSD, DSYS Odisha
18.	Email address for submitting the queries	tender.dsys@odisha.gov.in
19.	Address of Sports & Youth Services Department	Sports & Youth Services Department, Kalinga Stadium, Nayapalli, Bhubaneswar Pin code: 751012
20.	Technical Presentation (Offline mode)	Details will be communicated at a later stage to the eligible bidders.

2. Disclaimer

- 1.** This Request for Proposal (“RFP”) is neither an agreement nor an offer by Sports & Youth Services Department, 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 DSYS 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 DSYS 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. DSYS Odisha accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 4.** DSYS 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 DSYS 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. DSYS 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 DSYS Odisha immediately at the following address:

Sports & Youth Services Department
Kalinga Stadium, Nayapalli, Bhubaneswar, Odisha - 751012
Email: tender.dsyz@odisha.gov.in

7. If no intimation is received within the last date for submission of Pre-Proposal queries, it shall be considered that the RFP Documents received by the Bidder is complete in all respects and that the bidder is fully satisfied with the RFP Documents.
8. No extension of time shall be granted to any Bidder for submission of its Proposal on the ground that the Bidder did not obtain the complete set of the RFP document.
9. This RFP and the information contained herein are strictly confidential and privileged and are for the exclusive use of the bidder to whom it is issued. This RFP shall not be copied or distributed by the recipient to third parties (other than, to the extent required by applicable law or in confidence to the recipient’s professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this RFP). In the event after the issue of the RFP, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this RFP and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
10. DSYS 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 , explicitly or implicitly. Any such objection by the bidder shall make the bidder’s bid liable for rejection by DSYS Odisha. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of DSYS Odisha with respect to this RFP.
12. DSYS Odisha reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all the proposals at any stage of the RFP process without assigning any reasons. The decision of DSYS 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 DSYS 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. DSYS 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.

3. Abbreviations

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

4. 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 DSYS 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 DSYS Odisha and the Financial Bid, submitted strictly in the formats provided by DSYS Odisha. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by DSYS Odisha.
4. **“Bidder”** or **“bidder”** or **“Agency”** or **“agency”** designates an Agency empaneled with Sports & Youth Services Department, Govt. of Odisha which has made a proposal, a tender or a bid with the aim of concluding a Service Order/ Agreement with DSYS Odisha.
5. **“RFP Process”** or **“Bidding Process”** means the process governing the submission and evaluation of the Bids as set out in the RFP itself.
6. **“Bid Processing Fee”** shall have the meaning as set forth in Clause 5.13.
7. **“EMD”** means the amount submitted by a Bidder to DSYS Odisha for participating in the Bidding Process, in terms of Clause 5.14.
8. **“Bid Validity Period”** shall have the meaning given to it in Clause 5.15.
9. **“Financial Year”** means the 12-month period from 1st April to 31st March corresponding to the audited annual accounts.
10. **“Letter of Award (LOA)”** means the official written intimation by DSYS Odisha notifying the Preferred Bidder/ Service provider that the work has been awarded in its

favor as per the terms and conditions mentioned therein.

11. **“Net Worth”** shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
12. **“Request for Proposal”** or **“RFP”** or **“RFP Document”** or **“RFP Paper”** or **“RFP Documents”** or **“Bid Documents”** shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:
 - i. This RFP document;
 - ii. Any corrigendum(a)/ addendum(a) and clarification(s) to the RFP Document issued by DSYS 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);
13. **“Pre-Proposal Meeting”** means Pre-Proposal meeting to be held as per the schedule indicated in the Sl. No. 7 of the Schedule of the RFP hereof between DSYS Odisha and the bidders for clearing doubts if any;
14. **“Preferred Bidder”** shall have the meaning “successful bidder”;
15. **“Financial Bid”** or **“Financial Proposal”** means the Financial Bid submitted by the Bidder.
16. **“Related Party”** shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
17. **“Eligibility Criteria”** shall have the meaning given to it in Clause 7;
18. **“Technical Evaluation Criteria”** shall have the meaning given to it in Clause 8;
19. **“Technically Qualified Bidder”** means a Bidder whose Technical Proposal is responsive and meets the requirements to the satisfaction of DSYS Odisha as per terms and condition of the RFP and is qualified for opening of its Financial Bid;
20. **“Technical Bid”** or **“Technical Proposal”** means proposal submitted by the Bidder.
21. **“Turnover”** shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.
22. **“Sports & Youth Services Department”** or **“DSYS”** shall mean Sports & Youth Services Department having its registered office at, Kalinga Stadium, Nayapalli, Bhubaneswar, Odisha - 751012 and shall include its successor and assignees or its representatives.
23. 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.

5. Instruction to Bidders

1. The Bid Document shall be available on the Government of Odisha e-Procurement Portal at <https://tenders.odisha.gov.in>. Interested bidders are required to refer to the e-Procurement portal for all details related to this tender.
2. Bidders shall submit their bids online only, through the e-Procurement portal, in accordance with the procedures and timelines specified in the bid document. Manual submission of bids will not be accepted under any circumstances.
3. All addendums, corrigenda, clarifications, and notifications related to this RFP will be published exclusively on the e-Procurement portal. Bidders are advised to regularly visit the portal to stay informed about updates and modifications.
4. Bidders must ensure that they have a valid Digital Signature Certificate (DSC) and are registered on the e-Procurement portal prior to bid submission.
5. It shall be the responsibility of the bidder to ensure timely submission of the bid as per the schedule mentioned in the RFP. The Procuring Authority shall not be responsible for any technical issues, delays, or errors in bid submission.
6. In case of any technical queries or issues related to the submission of bids on the e-Procurement portal, bidders may contact the e-Procurement Helpdesk/Customer Support through the contact number or email ID provided on the Government of Odisha e-Procurement portal.
7. Bidders are advised to carefully read all instructions provided on the portal and in the bid document before submission. Compliance with the e-Procurement process and RFP terms is mandatory for all participating bidders.
8. **Bid preparation cost:** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DSYS 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 DSYS 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.
9. 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.
10. Bidding in the form of a consortium is not allowed.
11. The bidder shall not make or cause to be made by any alteration, erasure, or obliteration to the text of the RFP document.

- 12.** 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.
- 13. Bid Processing Fee:** The bidder shall pay to Sports & Youth Services Department 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.
- 14. 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 of 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, 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 only as per OGFR Provisions.
- 15. Bid Validity Period:** The bid shall initially remain valid and binding on the bidder for at least 180 (One Hundred and Eighty) Days from the Bid Due Date, as given in the Schedule for the RFP. Any bid with a shorter validity period shall be rejected by DSYS Odisha. Under exceptional circumstances, DSYS Odisha may in writing request the bidders to extend the bid validity period of their bids. In case the bidder refuses the request of DSYS Odisha to extend its bid, the EMD of such bidder will be returned to the bidder. However, such bids will not be evaluated further.
- 16. Issue of clarifications:** Bidders may send their queries as per the format attached at ‘Annexure II’ to the following address in writing by e-mail/post/courier:

Sports & Youth Services Department
Kalinga Stadium, Nayapalli, Bhubaneswar – 751012, Odisha
Email: tender.dsys@odisha.gov.in

Queries received after the last date for sending queries (as per the Schedule of the RFP) may not be considered by DSYS Odisha. The responses to the queries received shall be emailed by DSYS Odisha to the agencies and the same shall also be

considered to be a part of the RFP documents; however, the source of queries shall not be mentioned. DSYS Odisha shall endeavor to respond to the queries raised or clarifications sought by the bidders. However, DSYS 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 Odisha to respond to any query or to provide any clarification.

17. Pre-Proposal Meeting

- 17.1. To clarify and discuss issues with respect to the RFP Document, a “Pre-Proposal Meeting” will be held as per the details provided in Clause 1 - Schedule of the RFP.
- 17.2. A maximum of two officials/ representatives from each bidder may attend the pre- proposal meeting. All costs of the bidder related to attending the pre-proposal meeting shall be borne by the bidder. This meeting is to be conducted to clarify and redress all doubts and difficulties of the bidders.
- 17.3. Attendance of the bidders at the Pre-Proposal Meeting is not mandatory. DSYS Odisha will endeavor to respond to all queries received by the scheduled date as per Clause 1 from all bidders, irrespective of attendance of the bidder in the Pre-Proposal Meeting.
- 17.4. In case of any change in the schedule of the Pre-Proposal Meeting, the same will be communicated by DSYS.

18. Issue of corrigendum/ amendment: At any time prior to the Bid Due Date, DSYS Odisha may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum/ amendment to the RFP documents, which shall be emailed to the agencies and the same shall also be considered to be part of the RFP documents. In order to give Bidders reasonable amount of time to take into account such corrigendum / amendment, DSYS Odisha may at its own discretion also extend the Bid Due Date.

19. Extension of Bid Due Date: DSYS Odisha may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this RFP.

20. Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:

- i) made a complete and careful examination of the RFP documents, including the proforma agreement.
- ii) received all relevant information requested from Sports & Youth Services Department
- iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP documents or furnished by or on behalf of DSYS Odisha relating to any of the matters related to this RFP or otherwise.

- iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the RFP documents including the contract (to be signed with DSYS Odisha) and performance of all of its obligations thereunder;
- v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from DSYS Odisha;
- vi) agreed to be bound by the undertakings provided by it under and in terms;

DSYS 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 DSYS Odisha.

21. Right to accept or reject any/ all bids: Notwithstanding anything contained in the RFP, DSYS Odisha reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the bids at any stage of the Bidding Process without assigning any reasons thereof. Further DSYS Odisha reserves the right to annul the Bidding Process and/ or to reject any or all bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for DSYS Odisha’s action. Decision of DSYS Odisha shall be final and binding in this regard. DSYS Odisha reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.

22. Language of the Bid: The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.

23. Format and signing of bid

23.1 The documents comprising the bid shall be typed, and all pages of the bid

- shall be signed by the person duly authorized to sign on behalf of the bidder.
- 23.2 The bid shall contain no alterations, omissions or additions except those to comply with an instruction issued by DSYS 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.
- 23.3 The proposal shall be properly bound, indexed and serially numbered.

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

25. Bid to be submitted by Bidders:

- 25.1 The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.
- 25.2 **Technical Bid:** Bidders shall have to submit their Technical Bid on the e-procurement 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. The Techno-Commercial Bid shall comprise of all necessary documents as indicated in Annexure I: List of Annexures.
- 25.3 **Financial Bid:** The Financial Bid shall be submitted in percentage (%) basis both in word & figure. The Bidder shall quote the rate as per the Financial Bid format in Annexure X and in case of any discrepancy between the word and figure of the quoted rate, the rate mentioned in word shall prevail.

The Service charge quoted shall be inclusive of:

- Profit
- Insurance
- Administration Expenses
- Interest Cost (if any)
- Contingency
- Conveyance
- Any other cost that the Bidder would like to factor to deliver the Scope of Work.

26. Late and delayed bids

- 26.1 Bids must be received no later than the date and time stipulated in the RFP document. DSYS Odisha may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of DSYS Odisha and the bidder will be the same.
- 26.2 Any bid received by DSYS Odisha after the deadline for submission of bids, as

stipulated above, shall not be considered.

27. Material deviation: Material deviations in the bids received shall include, inter alia, the following:

- 27.1 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.
- 27.2 The Technical Bid is not accompanied by all the documents required to be submitted in terms of this RFP document as per Clause 18.
- 27.3 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);
- 27.4 The Technical Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- 27.5 The Technical Bid or Financial Bid submitted by the Bidder is conditional or qualified.
- 27.6 The bid submitted by the Bidder is not valid for the minimum bid validity period of 180 days. It is otherwise substantially/ materially in deviation of the terms and conditions of the RFP document.

28. DSYS Odisha may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. DSYS Odisha may request that the Bidder submit information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Financial Bid. Failure of the Bidder to comply with the request of DSYS Odisha by the date specified therein may result in the rejection of its Bid. DSYS Odisha, however, is not bound to waive such non-conformity under this Clause 21.

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

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

31. Evaluation of Technical Bids:

- 31.1 The Technical Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Technical Bid is generally in order. It will be determined whether the Technical Bid is of acceptable quality, is generally complete and is substantially responsive to the RFP documents. For purposes of this determination, a substantially responsive Technical Bid is one that conforms

to all the terms, conditions and specifications of the RFP documents without any material deviations , objections, conditionality or reservations.

31.2 A Technical Bid which is not substantially responsive, may be rejected by DSYS Odisha, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 27 of the Material deviation.

31.3 If required, DSYS Odisha may ask Bidders to provide clarifications on their bid or provide shortfall documents. Such clarifications shall be submitted by the Bidder in the format as communicated by DSYS Odisha. The Bidders shall be allowed a maximum time period of 3 (three) working days for submitting the requisite shortfall documents. However, no changes in the Financial Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD. No modification of the bid or any form of communication with DSYS Odisha or submission of any additional documents, not specifically asked for by DSYS Odisha will be allowed and even if submitted, they may not be considered by DSYS Odisha.

31.4 The responsive Technical Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Clause 7) and other requirements of the RFP, such as submission of all the requisite documents as listed in Technical Bid.

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

32. Opening of Financial Bid and Final Evaluation

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

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

32.3 The selection of the bidder shall be based on the QCBS method in which weightage of the technical score shall be 80% and weightage of the financial score shall be 20%.

32.4 Proposal with the lowest cost may be given a financial score of 100 and other

proposals given financial scores that are inversely proportional to their prices with respect to the lowest offer. Similarly, proposal with the highest technical marks shall be given a score of 100 and other proposals be given technical score that are proportional to their marks with respect to the highest technical marks. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 bidder followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

- 32.5 In the event that two or more bidders secure the same final score in the evaluation, the bidder with the higher Technical Score (TS) shall be ranked as H-1. If two or more such bidders have the same Technical Score, the bidder with the higher average annual turnover shall be considered preferable. In case the average annual turnover is also identical, the Department of Sports and Youth Services, Government of Odisha, at its sole discretion, may adopt any method it deems appropriate to determine the successful bidder.

$$\text{TS} = (\text{Mo}/\text{Mt}) \times 100$$

Where “TS” = Technical score

“Mo” = Marks Obtained by the bidder

“Mt” = Maximum technical marks obtained by the bidder

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

Where “FS” = Financial score,

“Fm” = Lowest Financial Bid(L1)

“F” = Financial Bid under consideration

The weightage given to the Technical (T) and Financial (P) Proposals are: T = 0.8, and P = 0.2. Proposals are ranked according to their combined technical (TS) and financial (FS) scores using the weights (T = the weightage given to the Technical Proposal; P = the weightage given to the Financial Proposal:

$$\text{Final Combined Score} = (\text{TS} \times \text{T}\%) + (\text{FS} \times \text{P}\%)$$

Where:

S=Final combined score

TS=Technical score

FS=Financial score

T%=Technical weightage(e.g.,80%)

P%=Financial weightage(e.g.,20%)

The Bidder having the highest combined score (Technical + Financial)

shall be the Successful Bidder.

32.6 Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the contract. In such an event, Sports and Youth Services Department, Government of Odisha reserves the right to,

32.6.1 invite the next-ranked bidder and negotiate upon the following scenario, or

32.6.2 take any such measure as may be deemed fit in the sole discretion of Sports and Youth Services Department, including annulment of the Bidding Process.

In case of significant variation in the rates of various individual items, Sports and Youth Services Department, Government of Odisha reserves the right to negotiate the rate or exclude the items for execution by the Successful Bidder.

32.7 The Financial Bid should be including all costs. The tender does not entail any commitment on the part of DSYS, Government of Odisha either financially or otherwise. DSYS, Government of Odisha reserves the right to accept or reject any or all tenders without incurring any obligation to inform the applicants.

32.8 The minimum rate of service charge shall be 3.85% and the service charge should not exceed 7% in any case, as per OGFR 2023, Finance Department, Government of Odisha Rule No 264 Sub Point (iv).

33. Successful Bidder: The Bidder with the highest combined score (S) shall be declared as the Successful Bidder. The Successful Bidder shall be issued the LOA. The Successful Bidder shall have to acknowledge and accept the LOA by returning a signed copy of the LOA within a period of 7 (seven) days of issue thereof, along with submission of the Performance Security, failing which the issued LOA may be cancelled and EMD of the Successful Bidder shall be forfeited. DSYS Odisha may at any time by giving notice in writing terminate the tendering process. DSYS Odisha has the right to accept any Bid and to reject any or all bids.

34. The Second and third ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked bidder withdraws or refuses to extend validity of the bid or fails to comply with the requirements specified in the RFP document.

35. Signing of Agreement: Within 7 (seven) days of receipt of the signed copy of the LOA and the Performance Security, the Agreement shall be signed by the Successful Bidder, failing which the Performance Security shall be forfeited and appropriated by DSYS Odisha. In such a case, DSYS Odisha reserves the right to approach the technically qualified Bidder(s) who has the second highest combined score and issue

a fresh LOA to such Bidder and proceed with such Bidder in terms of this Clause 27. Upon signing of the Agreement, the Preferred Bidder shall be considered to be the “Successful Bidder”. Failure of the Successful Bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the award and other actions as deemed necessary.

- i. 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. Sports and Youth Services Department, Odisha has the right to accept any Bid and to reject any or all bids.
- ii. DSYS 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.
- iii. DSYS Odisha may also terminate the contract/ cancel the LOA in the event the Successful Bidder fails to furnish the Performance Security or fails to execute the agreement.

36. Performance Security:

36.1 The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The Successful Bidder shall submit the Performance Security at DSYS Odisha upon issue of LOA within a period of 7 (seven) days.

36.2 Performance Security shall be in the form of a Bank Guarantee from any Nationalized/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure XI or in the form of demand draft from a scheduled commercial bank and payable in Bhubaneswar, Odisha. Performance Security in the form of BG should be operable for invocation at any Nationalized/ Scheduled bank at Bhubaneswar.

36.3 The Performance Security shall remain valid for 15 (fifteen) months for each Contractual Year and the Performance Security shall be extended to the next Contractual Year upon receiving the letter of acceptance from DSYS Odisha to commence work for the subsequent Contractual Year’s operation.

36.4 The performance security shall be calculated for the concerned Contractual year as per the formula:

$$\text{Amount} = 5\% \text{ of Annual Contract Value of the relevant Contractual Year}$$

36.5 The Agency shall provide the Performance Security of the revised amount within 15 (fifteen) days of the start of the relevant Contractual Year. Upon submission of the Performance Security of the revised amount and acceptance of the same by DSYS Odisha, the previous Performance Security shall be returned. The Performance Security for the final contractual year shall be released only after submission of NOC signed by the Nodal Officer for the final contractual year.

6. Scope of Services

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

Sl. No.	Name/ type of Services	Location for providing the services	Total number of manpower required (Indicative)
1	“RFP for Appointing an Agency for providing Sports Science Resources at Khelo India State Centre of Excellence, Bhubaneswar”	Khelo India State Centre of Excellence, Kalinga Stadium, Bhubaneswar, (The personnel may be transferred or deployed to any other centre, as deemed necessary, at the sole discretion of the Department of Sports & Youth Services (DSYS).)	21 Qty

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

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

7. Eligibility Criteria

The Bidders eligible to participate in this tender should fulfill the following Eligibility Criteria:

Criteria	Requirements	Documentary Evidence
Legal Entity	The bidder should be a company registered in India under the Companies Act, 1956 or 2013 or a Partnership Firm registered under the Limited Liability Partnership Act of 2008 or Partnership Act 1932 or a Proprietorship Firm.	Certificate of Registration/ Incorporation (s)
Financial Capacity	The Bidder should have a minimum average annual turnover of INR 4.5 Crores in any three (3) of the last five (5) financial years ending with FY 2024–25 (i.e., FY 2020–21, FY 2021–22, FY 2022–23, FY 2023–24, and FY 2024–25).	<p>The Bidder must submit the following documentary evidence in support of the above:</p> <ul style="list-style-type: none"> • Certificate from a Chartered Accountant (CA)/Statutory Auditor, duly signed and containing the CA’s UDIN (Unique Document Identification Number), certifying the turnover details, and • Audited Financial Statements for the last five financial years. • In case the audited financial statements for FY 2024–25 are not yet filed/available at the time of bid submission, the Bidder shall submit a certificate/declaration from its CA (with UDIN) confirming the turnover for FY 2024–25. In such case, the financial years from 2019–20 to 2023–24 shall be considered for the purpose of evaluation.
Bidder Experience	<p>Bidder Experience: -</p> <p>The Bidder must have experience of undertaking (similar project) at least one (1) sports management project such as supply of manpower for sports</p>	<ul style="list-style-type: none"> • Work Order/Contract Agreement clearly mentioning the project scope and value, Date. • Completion Certificate

	<p>coaching, sports science, sports academies, or high-performance centers, executed for any Central/State Government Department or Central/State PSU in India, with annualized contract value of at least 1 crore, during the last five (5) financial years.</p> <p>For this purpose, the applicable five (5) financial years shall mean the preceding five (5) financial years, excluding the financial year in which this Tender is floated (i.e., FY 2020–21, FY 2021–22, FY 2022–23, FY 2023–24, and FY 2024–25).</p>	<p>shall be issued by the client ONLY.</p>
Non-Blacklisting	The Bidder should not have ever been blacklisted by any Government or Central Govt./State Govt./PSU/Governmental Agency/Govt. Department.	Refer Annexure – V
PAN & GSTIN	The Bidder should furnish the copies of the valid PAN and GSTIN registration.	<p>Copy of PAN</p> <p>Copy of GST registration Certificate</p>

Note:

- a. The value of the contracts or Work Orders or Agreements to be considered shall be exclusive of all taxes and duties.
- b. JV/Consortium is not allowed.
- c. If a bidder has received an extension for a particular work order, the original contract and its extension shall form a part of the original work order, not as separate work orders.

8. Technical Evaluation Criteria

Only those firms attaining 70 marks or more in the Technical Evaluation shall be eligible for financial bid opening. The financial proposal must not be included in the technical proposal; failure to comply will result in the rejection of the technical proposal.

Sl. No.	Criteria	Maximum Marks	Document/Evidence Required
1.	Turnover of the Bidder	Total mark 30	
1A	<p>The Bidder should have a minimum average annual turnover of INR 8 Crore in any three (3) of the last five (5) financial years ending FY 2024-25(i.e., FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, and FY 2024-25).</p> <p>Marks shall be awarded as follows:</p> <ul style="list-style-type: none"> • ≥ 4.50 Cr & <6.50 Cr = 10 marks • ≥ 6.50Cr & <8.50 Cr = 20 marks • ≥ 8.50 Cr = 30 marks 	30	<p>The Bidder must submit the following documentary evidence in support:</p> <ul style="list-style-type: none"> • Certificate from a Chartered Accountant (CA)/Statutory Auditor, duly signed and containing the CA's UDIN (Unique Document Identification Number), certifying the turnover details, and • Audited Financial Statements for the last five financial years. <p>In case the audited financial statements for FY 2024-25 are not yet filed/available at the time of bid submission, the Bidder shall submit a certificate/declaration from its CA (with UDIN) confirming the turnover for FY 2024-25. In such case, the financial years from 2019-20 to 2023-24 shall be considered for the purpose of evaluation.</p>
2	Bidder Experience of the Bidder	Total Mark 30	
2A	Completed Projects/ Ongoing Projects		
	<p>The Bidder must have experience in undertaking and/or supplying manpower services for any Central or State Government Department or Central/State PSU in India in sports management projects, including sports coaching, sports science, sports academies, or high-performance centers, during the last five (5) financial years, i.e., FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, and FY 2024-25.</p> <p>Based on annualized contract value: -</p>	30 Marks	<p>Documentary Evidence Required:</p> <ul style="list-style-type: none"> • Work Order and Contract/Agreement copy.(For completed also and if ongoing project also) • For completed projects: Project Completion Certificate issued by the client • The work order should have been issued in last 5 financial years. • It must contain the value of

	<ul style="list-style-type: none"> • Projects with contract value ₹3.00 Crore or above: 15 marks per project • Projects with contract value more than or Equal to ₹2.00 Cr and less than ₹3 Crore: 10 marks per project • Projects with contract value more than or Equal to ₹1.00 Cr and less than ₹2 Crore: 5 marks per project <p>(The marks to be multiplied with number of projects with maximum cap of marks will be 30 marks)</p>		<p>the project.</p> <ul style="list-style-type: none"> • For ongoing projects: Project Continuation Certificate issued by the client. • It must contain the value of the project. • The Continuation Certificate must be dated between the date of publication of this RFP and the bid submission due date.
3	Technical Presentation: Technical Presentation of responsive bids as per prequalification criteria (Total 40 mark)		
	<ul style="list-style-type: none"> • Experience in Deployment of Sports Science Personnel <p>Presentation on the agency’s prior experience in deploying and managing Sports Science and allied high-performance support personnel in comparable Government or elite sports projects, highlighting the scale, scope, and quality of past engagements, along with demonstrated outcomes and institutional capabilities for effective service delivery. (= 20 Marks):</p> <ul style="list-style-type: none"> • Approach & Methodology for Deployment of Sports Science Personnel <p>Presentation on the overall approach and methodology for recruitment, deployment, and management of Sports Science Personnel, including assessment of relevant skills, qualifications, and experience of the proposed team for effective service delivery. (= 20 Marks):</p>	40 Marks	
	Total	100	
	Qualifying Marks	70	

Note:

- a. The value of the contracts or Work Orders or Agreements to be considered shall be exclusive of all taxes

and duties.

- b. JV/Consortium is not allowed.
- c. If a bidder has received an extension for a particular work order, the original contract and its extension shall form a part of the original work order, not as separate work orders.

Annexure 1: General Conditions of Contract-Services

1. Definitions

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

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

2. Scope of Services

- 2.1. Scope of Services/ Work shall be as defined in the Special Conditions of Contract and Annexure 2 thereto.

3. Instructions, Direction & Correspondence

- (a) All instructions and orders to Service provider shall, excepting what is herein provided, be given by DSYS Odisha.
- (b) All the work shall be carried out under the direction of and to the satisfaction of DSYS Odisha.
- (c) All communications including technical/commercial clarifications and/ or comments shall be addressed to DSYS Odisha and shall always bear reference to

the Service Order / Agreement.

- (d) Invoices for payment against Service Order/ Agreement shall be addressed to DSYS Odisha.
- (e) The Service Order/ Agreement number shall be shown on all challans / invoices, communications, packing lists, containers, and bills of lading, (as applicable) etc.

4. Service Order/ Agreement Obligations

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

5. Modification in Service Order / Agreement

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

6. Use of Service Order/ Agreement Documents & Information

- 6.1. The Service provider shall not, without DSYS Odisha' prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of DSYS Odisha in connection therewith, to any person other than a person employed by the Service provider in the performance of the Service Order / Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far as

may be necessary for purpose of such performance.

- 6.2. The Service provider shall not, without DSYS Odisha' prior written consent, make use of any document or information enumerated in Clause 6.1 except for purpose of performing the Service Order / Agreement.

7. Performance Security

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

8. Delivery of Services

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

9. Terms of Payment

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

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

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

11. Cancellation of Service Order/ Agreement

- 11.1. If the Service provider fails to fulfil the terms and conditions of the Service Order/ Agreement which are spelt out in the Tender Document, DSYS Odisha shall have the right to terminate the Service Order/ Agreement and award the total or balance work (if any) to any other Service provider at the risk and cost of the said Service provider after giving 30 days' notice to the Service provider as to why the said work shall not be awarded to another entity at his risk and cost. Further the Service Order/ Agreement could be terminated if:
 - a) There is a force-majeure situation,
 - b) Service provider has given false declaration or document including affidavit,
 - c) There is conflict of interest between DSYS Odisha & Service provider during the Service Order/ Agreement execution,

- d) The Service provider defaults in proceeding with the work as per the milestones and/ or in complying with any of the terms and conditions, stipulated in the Service Order/ Agreement,
- e) The Service provider or firm or any of the partner represented by the Service provider, in the subject Service Order/ Agreement is adjudged as Insolvent by the concerned authority and further if the Service provider entity has been wound up and dissolved,
- f) The Service provider assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Competent Authority,
- g) The Service provider offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Service Order/ Agreement as the case may be,
- h) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Service Order / Agreement.

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

12. Right to risk for procurement/ rendering of services

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

13. Force Majeure

- 13.1. "Force Majeure Event" means any event or circumstance or combination of events or circumstances which:
- a) Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;
 - b) Materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under this Service Order / Agreement.
- 13.2. As soon as practicable and in any case within 7 (seven) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same, setting out the details of the Force Majeure Event.
- 13.3. If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this Service Order/ Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event.
- 13.4. If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the RFP, the parties may mutually decide to terminate the Service Order/ Agreement or continue the Service Order/ Agreement on mutually agreed revised terms.

14. Dispute Resolution

- 14.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the Service Order/ Agreement (including its interpretation) between DSYS Odisha and the Service provider, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this tender promptly, equitably and in good faith. In the event of any dispute between the parties, it is agreed that a discussion shall be held between the Service provider and DSYS

Odisha within 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute, if referred to, shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar. There shall be no arbitration between the Parties. The provisions of Arbitration & Conciliation Act, 1996 as amended from time to time, shall have no application to the present work.

- 14.2. Governing law and jurisdiction: This Service Order/ Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order/ Agreement.

15. Governing Language

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

16. Notices

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

17. Permits & Certificates

Service provider shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Service provider further agrees to hold DSYS Odisha harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

18. General

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

obligation under the Service Order/ Agreement documents.

- 18.2. The General Conditions of Contract (GCC)-Services shall apply to the extent that they are not superseded by provisions of other parts of the Special Conditions of Contract.
- 18.3. Losses due to non-compliance of Instructions: Losses or damages occurring to DSYS Odisha owing to the Service provider's failure to adhere to any of the instructions given by DSYS Odisha in connection with the contract execution shall be recoverable from the Service provider.
- 18.4. Recovery of sums due: All costs, damages or expenses which DSYS Odisha may have paid, for which under the Service Order/ Agreement, the Service provider is liable, may be recovered by DSYS Odisha (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Service provider under this Service Order/ Agreement or other Service Orders / Agreements and/ or may be recovered by action at law or otherwise. If the same due to the Service provider be not sufficient to recover the recoverable amount, the Service provider shall pay to DSYS Odisha, on demand, the balance amount.

19. Liability and Indemnity

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

- c) to the extent of the value of free issue materials to be issued till such time the entire Service Order/ Agreement is executed and proper account for the free issue materials is rendered and the left over/ surplus and scrap items are returned to DSYS Odisha. The Service provider shall not utilize DSYS Odisha's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause/ result in any loss/damage to DSYS Odisha and in which case, the Service provider shall be liable to DSYS Odisha to pay compensation to the full extent of damage/ loss and undertake to pay the same.
- 19.2. DSYS Odisha remains indemnified (even if the Service Order/ Agreement ends pre-maturely) towards all or any obligations due to DSYS Odisha by the Service provider and shall continue to remain in force till such time all or any such claims are suitably addressed.

20. Blacklisting

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

- (a) If the Director of the business concern/entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- (b) If security consideration of the state i.e. any action that jeopardize the security of the State.
- (c) If there is justification for believing that the Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.
- (d) If the business concern/ entity refuses/ fails to return DSYS Odisha' dues without adequate cause;
- (e) If the business concern/entity is blacklisted by any Department of the Central Government/ State Government/ Central PSU/ State PSU.
- (f) If the business concern/ entity is a concern/ entity evader of Central / State taxes/ duties for which DSYS Odisha has received notice from the concerned department of Central/ State Govt.
- (g) If violation of important conditions of the contract/ agreement.
- (h) If submission of false/fabricated/forged documents for consideration of the tender

21. Insurance

- 21.1. In case of Services exceeding INR 50 lakh (excluding taxes) and above or wherever mentioned, specifically in the Special Conditions of Contract, the Service provider will obtain an insurance policy covering all risks, damages, loss etc. The insurance cover in favour of employer shall be from the start date to the end of the Contract with DSYS Odisha. Insurance shall cover the following:
- (a) loss of or damage to Equipment
 - (b) loss of or damage of property in connection with the Contract and
 - (c) personal injury or death
- 21.2. Policies and certificates for insurance shall be delivered by the Service provider to DSYS Odisha or his nominee for the approval before the start date of the Contract. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the incurred loss or damage.

22. Statutory and Legal requirements

- 22.1. The Service provider shall comply with all the applicable statutory and legal requirements and requirements for obtaining license under the Contract Labor (Regulation and Abolition) Act 1970 (if applicable) and shall bear all necessary expenses in this regard.
- 22.2. The Service provider shall abide by all applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, gratuity, retrenchment, leave and leave encashment, health care, and compensation to the deployed human resources.

23. Safety

- 23.1. The Service provider shall comply with all the applicable laws concerning safety as applicable and relevant to its scope of services. The Service provider shall at all times be responsible to carry out all operations as per the extant applicable laws. The Service provider shall ensure that its operations create no hazards or disturbance for the surrounding inhabitants and areas.
- 23.2. The Service provider shall indemnify DSYS Odisha from any liability falling on DSYS Odisha due to any accident, whether minor or major, or by any act of

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

Annexure 2: Special Conditions of Contract

1. General

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

2. Background, Purpose and Scope of Work

2.1. Background

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.

The Ministry of Youth Affairs and Sports (MYAS), under its flagship Khelo India Scheme, envisions creating a robust sporting ecosystem by establishing Khelo India State Centers of Excellence (KISCEs) across India. These centers are tasked with providing holistic training support to high-potential athletes by integrating sports science, infrastructure, coaching, and performance management under one roof.

KISCE Bhubaneswar is one such strategic hub in Odisha’s sports infrastructure landscape, intended to provide world-class sports science support not only at its central facility but also by extending services to sports hostels across the state, including para-athletes.

2.2. Purpose

The objective of this tender is to engage a qualified agency to manage a performance-driven sports science ecosystem at KISCE Bhubaneswar. The agency will deploy certified professionals across key domains like physiotherapy, strength & conditioning, nutrition, and performance analysis, while maintaining all sports science infrastructure and equipment. It will enable data-driven monitoring, support athlete development, and integrate science into training and recovery. The agency will also build local capacity, ensure SOPs and reporting systems are in place, and promote long-term sustainability. The goal is to position KISCE Bhubaneswar as a national model for integrated sports science support and athlete excellence.

2.3. Scope of Work

The Agency or the Service provider shall provide human resources at Khelo India Sports Science Centre in Kalinga Stadium Sports Complex, Bhubaneswar. The Service provider 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 of highest standards. However, the broad scope and human resource requirement is indicative in nature and may change as per the requirement thus instructions of DSYS Odisha.

2.3.1. Deployment of Human Resources

- (a) The Agency shall ensure timely deployment of approved human resources in consultation with DSYS Odisha. Prior to deployment, the agency must orient all personnel on the operational protocols, rules, and regulations of DSYS and the Department of Sports & Youth Services, Government of Odisha. The Service Provider shall develop and implement dedicated Standard Operating Procedures (SOPs) for each role, in consultation with DSYS Odisha. These SOPs will define clear job responsibilities, reporting structures, and conduct protocols. The agency will establish role-specific performance standards and ensure regular monitoring, evaluation, and reporting of staff performance aligned with the defined SOPs.
- (b) The Agency shall raise a consolidated monthly invoice for professional services rendered, based on the actual deployment of approved human resources. The invoice shall be supported by a comprehensive Monthly Progress Report (MPR), detailing the attendance, role-wise deployment, and summary of key activities undertaken by each professional. The invoice will be generated as per agreed monthly professional charges per role. The invoice must be accompanied by duly verified attendance records, activity logs, and performance summaries. Submission of the documents within the first five working days of each month is mandatory for processing payment.
- (c) The Agency shall ensure that any replacement of the human resources, as required by DSYS Odisha for any reason specified or otherwise, shall be done promptly.
- (d) The number of manpower resources indicated in this RFP is tentative in nature. The actual number and deployment of manpower may vary depending on the requirements of the Department of Sports and Youth Services (DSYS). The Department reserves the right to increase, decrease, or otherwise modify the manpower requirement at any stage during the contract period, and the agency shall be required to comply accordingly without any claim for compensation beyond the agreed terms.

2.3.2. Instructions to the Agency:

- (a) The human resources deployed by the selected Agency for the assignment will be required to operate out of various parts of the State.
- (b) The Agency shall remain responsible for the authenticity of information and performance of the deployed personnel and shall be liable to address or compensate any issues arising from their deployment during the duration of the contract.
- (c) DSYS Odisha has the right to reject the human resources provided by the Agency in case they are not found suitable as per the criteria or during performance.
- (d) In case DSYS Odisha is not satisfied with the performance of the deployed human resource or because of indiscipline, it may ask the Agency in writing, providing the reasons thereof, to withdraw the concerned human resource and provide a replacement. The Agency will replace with a suitable human resource following due procedure at no cost to DSYS Odisha, 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.
- (e) Any replacement of human resource shall be done with prior consultation and approval of the DSYS Odisha.
- (f) The Service Provider must ensure that all deployed personnel clearly understand they are not employees of DSYS Odisha. These are contractual positions that do not entitle individuals to claim permanent employment with DSYS Odisha. The engagement may be terminated upon conclusion of the agreement or earlier, at the discretion of DSYS Odisha.

2.3.3. End-to-end Sports Science Support:

The Agency shall deploy qualified sports science professionals and shall be responsible for providing end-to-end scientific support services to athletes as per the directions of DSYS Odisha. The key service areas include, but are not limited to, the following:

1. Athlete Assessments & Performance Planning

- Conduct periodic fitness / performance assessments of athletes.
- Prepare and update Individual Athlete Development Plans (IADPs).

2. Injury Prevention & Support

- Undertake routine injury-risk screening and documentation.
- Provide on-ground scientific support for injury management and Return-to-Play protocols.

3. Strength & Conditioning Support

- Prepare periodised strength and conditioning plans in alignment with the annual training calendar.
- Monitor athlete workload and training response using standard sports science methodologies.

4. Support during Training Camps / Competitions

- Provide scientific assistance during selection trials, training camps and competitive events.
- Travel to satellite centres / hostels / events across Odisha as directed by competent authority.

5. Inclusive Support for Para-Athletes

- Provide customised programme support and accessible communication to para-athletes, as required.

6. Sports Science Equipment Support

- Assist in preventive maintenance tracking and reporting of equipment.
- Report breakdowns and coordinate with OEMs / dealers for corrective action, as applicable.

7. Monitoring & Reporting

- Submit Monthly Progress Reports and Quarterly Technical Reports covering manpower attendance, service delivery and athlete support outputs.

8. Other Services

- Any other tasks assigned by DSYS Odisha.

2.3.4. Service Level Benchmarking:

The following service standards shall be applicable to the sports science manpower deployed by the Agency at the Khelo India State Centre of Excellence, Bhubaneswar.

Sl. No.	Key Performance Indicator (KPI)	Description of KPI	Target	Resolution Duration
1.	Injury Intervention Response Time	Timely assessment and initiation of rehab	Within 1 hour of injury being reported. In case of fatal injury, immediate response.	24 hours
2.	Ensuring functionality of Equipment	Immediately escalate the equipment non-functionality to the equipment vendor. If the problem persists after 2 follow-ups, then KISCE further escalates to nodal officer of DSYS.	≥95% monthly functional	Within 2 working days of fault reporting
3.	Reporting Compliance	Timely submission of monthly progress reports	100% compliance	On 25th of every month
4.	Staff Availability	Attendance of deployed professionals	≥90% monthly attendance per role	Monthly along with invoice
5.	Athlete Satisfaction	Feedback from athletes & coaches	≥80% positive feedback	Bi-annually
6.	Rehab Progress	Monthly update of	100% of ongoing rehab	Within 4 hours

	Tracking	ongoing rehab cases with progress notes along with monthly invoice	cases	
7.	Multi-location Service Coverage	Travel to satellite centers/sports hostels for assessments	Minimum 1 visit per center/hostel every 3 months	Quarterly
8.	Audit Readiness & Documentation	Maintenance of clean logs, certifications, service books	100% updated and audit-ready docs	Continuous
9.	Creation and adherence of SOPs	Develop and implement standard operating procedures for all key service domains	SOPs for each function created in first 30 days and reviewed every 6 months	NA

2.3.5. Human Resources Requirement:

The Service provider shall ensure that various human resources are deployed as per the requirements mentioned below:

Sl. No.	Position	No. of Positions	Essential Qualification	Work Experience & Desired Qualification	Responsibilities
1.	Senior Sports Science Expert	2	Master's degree (or equivalent qualification) in Sport Science/ Physiology (Sports/ Exercise Physiology)/ Sports Medicine (M.D. Physiology)/ from a recognised Indian/ Foreign University/ Institute.	<ul style="list-style-type: none"> • Ph.D. in Sport Science/ Biomechanics & Kinesiology/ Sports Physiology/ Exercise Physiology/ Strength & Conditioning/ Physiotherapy. • 10 years' working experience as Sports Scientist / Research in the field of Sports Science and or with a grassroots or professional sports team. • Ability to analyze and interpret the scientific testing data of an athletes. • Demonstrate the ability to collect, interpret, and deliver training monitoring data (GPS, Heart rate, RPE, Wellness, etc.). • Experience designing and implementing strength and conditioning or end stage return to play programs. • Experience working in collaboration with coaches and other support staff. • Proficiency in official languages 	<p>The Senior Sports Science Expert will lead the sports science operations at KISCE, Odisha, delivering integrated performance support services to athletes across disciplines. The role includes designing high-performance protocols, supervising testing, and assessments, managing a multidisciplinary team. The expert will be responsible for athlete monitoring, reporting, and capacity building to support long-term athletic development in the state.</p> <ul style="list-style-type: none"> • Lead implementation of sports science services (physiology, biomechanics, nutrition etc.) • Design individualized training, assessment, and recovery protocols. • Supervise data-driven performance tracking and testing. • Submit monthly athlete progress and knowledge upgradation reports. • Mentor support staff and conduct in-house training sessions.

				<p>and ability to interact with international coaches and athletes.</p> <ul style="list-style-type: none"> • The candidate must be medically fit. • Ability to work in a cross-functional charged up professional environment as team member. 	<ul style="list-style-type: none"> • Collaborate with coaches and administrators to align science with sport-specific plans.
2.	Junior Sports Science Expert	2	<p>Master’s degree (or equivalent qualification) in Sport Science/ Physiology (Sports/ Exercise Physiology)/ Sports Medicine (M.D. Physiology)/ from a recognized Indian/ Foreign University/ Institute.</p>	<ul style="list-style-type: none"> • 3 years’ working experience as Sports Science staff / research in the field of Sports science and also with grassroots or professional sports team. • Demonstrate ability to collect, interpret, and deliver training monitoring data (GPS, Heart rate, RPE, Wellness, etc.) • Experience and implementing strength and conditioning or end stage return to play programs. • Experience working in collaboration with coaches and other support staff. • Proficiency in official languages and ability to interact with international coaches and athletes. • The candidate must be medically fit. • Ability to work in a cross-functional charged up 	<ul style="list-style-type: none"> • Assist senior sports science personnel in implementing performance support services across disciplines (e.g., exercise physiology, recovery, biomechanics, etc.) • Conduct baseline and periodic assessments of athletes under supervision. • Monitor training loads, recovery patterns, and physiological indicators. • Maintain athlete data logs, session notes, and test results with accuracy. • Support in preparing monthly athlete performance reports and documentation. • Coordinate with coaches, physios, and S&C experts to align science-based input with training. • Stay updated with emerging practices and contribute to knowledge sharing at the center.

				professional environment as team member.	<ul style="list-style-type: none">• Ensure proper use and upkeep of lab equipment and assist during testing sessions.• Facilitate athlete education sessions on recovery, injury prevention, and basic science practices.
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Sl. No.	Position	No. of Positions	Essential Qualifications	Work Experience & Desired Qualification	Responsibilities
3.	Lead Strength & Conditioning Expert	1	Graduation (or equivalent qualification) in Sport & Exercise Science/ Sports Science/Sports Coaching or Strength & Conditioning from a recognized Indian/ Foreign Institute.	<ul style="list-style-type: none"> • Masters in Sports and Exercise Science/Sports Science or related field. • ASCA/ CSCS (NSCA)/ UKSCA Certificate course/ 6 months Certificate Course of NSNIS, Patiala in Strength & Conditioning. • 2 years related work experience at a State/National level sports organization (Government or Private). • Participation in District/ State/ National or International level sports competition recognized by Sport's governing body. • Proficiency in official languages and ability to interact with international coaches and athletes. • The candidate must be medically fit. • Ability to work in a cross-functional charged up professional environment as team member. 	<p>The Lead Strength & Conditioning (S&C) Expert will be responsible for designing, delivering, and monitoring scientifically backed training programs tailored to sport-specific and individual athlete needs. This role requires close collaboration with coaches, physiotherapists, and sports scientists to enhance athletic performance, prevent injuries, and support long-term athlete development.</p> <ul style="list-style-type: none"> • Develop periodized strength and conditioning programs for athletes across disciplines. • Conduct athlete profiling, fitness assessments, and performance evaluations. • Implement injury prevention strategies, warm-up and cool-down protocols. • Work closely with physiotherapists, exercise physiologists, and nutritionists for integrated performance support. • Monitor athlete progress and adjust programs based on data and coach feedback. • Lead strength training sessions and guide junior S&C staff.

					<ul style="list-style-type: none"> • Ensure proper use, maintenance, and calibration of strength & conditioning equipment. • Maintain detailed training records and contribute to monthly reporting on athlete development. • Stay updated with current trends and research in sports performance and apply best practices.
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Sl. No.	Position	No. of Positions	Essential Qualifications	Work Experience & Desired Qualification	Responsibilities
4.	Physiotherapist – Grade II	2	Master’s degree in Physiotherapy from any recognized Indian or foreign University.	<ul style="list-style-type: none"> • Master’s degree in Physiotherapy from any recognized Indian or foreign University. • Minimum 4 years of work experience as Physiotherapist. • Experience as Sports Physiotherapist at a recognized State level / National level sports organization (Govt. or Private)/ teams/players. • Proficiency in official languages and ability to interact with international coaches and athletes. • The candidate must be medically fit. • Ability to work in a cross-functional charged up professional environment as 	<p>The Physiotherapist will be responsible for delivering high-quality physiotherapy services to athletes across various disciplines at KISCE, Odisha. The role involves injury assessment, treatment, rehabilitation planning, and performance support. The physiotherapist will work closely with the sports science and coaching teams to ensure athletes maintain peak physical condition and return to play safely after injury.</p> <ul style="list-style-type: none"> • Conduct assessments and diagnose musculoskeletal injuries in athletes. • Design and implement individualized rehabilitation programs for injury management and recovery.

				team member.	<ul style="list-style-type: none"> • Monitor athlete progress and make data-driven decisions for treatment modifications. • Apply manual therapy techniques, therapeutic modalities, and recovery protocols as required. • Collaborate with S&C coaches, exercise physiologists, and sports scientists for integrated care. • Maintain detailed clinical notes, injury logs, and monthly reports. • Educate athletes on injury prevention strategies, posture, biomechanics, and self-care. • Assist in pre-participation screening and return-to-play evaluations. • Ensure physiotherapy equipment and treatment spaces are well maintained and hygienic.
5.	Nursing Assistant (Paramedical Staff)	2	10+2 with Diploma in nursing/ General Nursing and Midwifery from a recognized institute/ university.	<ul style="list-style-type: none"> • Graduation in Nursing (B.Sc. Nursing). • 3 years working experience as a paramedic/ nursing professional with a recognized hospital/ clinic/ nursing home. • Knowledge of Demonstrate the sports medicine and sports science. • Proficiency in official languages and ability to interact with all stakeholders in the State. 	<ul style="list-style-type: none"> • Assist the sports medicine specialist for medical and administrative functioning of the clinic and sports science lab. • Execute nursing duties within the clinic and detention ward. • Execute nursing duties as deputed by DSYS. • Oversee the sanitation and hygiene of the clinic and sports science lab.

				<ul style="list-style-type: none"> The candidate must be medically fit. Ability to work in a cross-functional charged up professional environment as team member. 	
6.	Sports Science Lab Technician	1	10+2 with Diploma/ certificate course in Medical Laboratory Technology from a recognized Institute/ University.	<ul style="list-style-type: none"> Graduation in Bioscience/ Life Science/ Sports Science (Experience in cardio-respiratory fitness assessment and related field assessment). 3 years working experience as a lab technician in a leading laboratory in India/cardiovascular fitness assessment lab. /orthopaedic rehabilitation fitness testing lab in a super speciality hospital/ Institute. Knowledge of Demonstrate the Sports/exercise science equipments and testing protocol. Proficiency in official languages and ability to interact with all stakeholders in the State. The candidate must be medically fit. Ability to work in a cross-functional charged up professional environment as team member. 	<ul style="list-style-type: none"> Implement and document sports science protocols for laboratory testing. Assume practical responsibility for the laboratory, ensuring good practice by athletes. Demonstrate practical techniques, processes and operation of equipment and software in laboratory to athletes. Ensure that the equipment is functioning effectively and safely. Prepare and implement maintenance schedules to meet the OEM requirements. Service, calibrate and carry out minor maintenance of laboratory equipment. Coordinate with Sport Science and Sports medicine staff to ensure smooth functioning of the laboratory procedures. Assist Jr. Sports Science Specialist in periodical reporting.
7.	Massage	4	10+2 with	<ul style="list-style-type: none"> Diploma course in Sports 	<ul style="list-style-type: none"> Assisting athletes in a secure and

	Therapist		Certificate course in Sports massage therapy from a recognized Indian/ Foreign institute.	<p>massage therapy.</p> <ul style="list-style-type: none"> • 3 years working experience as a massage therapist. • Proficiency in official languages and ability to interact with all stakeholders in the State. • The candidate must be medically fit. • Ability to work in a cross-functional charged up professional environment as team member. 	<p>comfortable environment for recovery and rehabilitation using massage therapy.</p> <ul style="list-style-type: none"> • Implement the direction of the Physiotherapist. • Application of contemporary manipulation techniques according to different sports requirements.
8.	Physical Trainer / Strength & Conditioning Grade I	3	Bachelor's degree in physical education or Sports Science	<ul style="list-style-type: none"> • Minimum 3 years' experience with elite athletes, • Certification from a recognized body (e.g.ASCA, ACE, ACSM, NSCA, or SAI-recognized course); 	<ul style="list-style-type: none"> • Design and supervise fitness training programs • Ensure equipment safety • Monitor athlete progress • Coordinate with physiotherapist and coach • Any other relevant tasks assigned by DSYS officials
9.	Physiotherapists Grade I	4	Bachelor of Physiotherapy from any recognized Indian or foreign University.	<ul style="list-style-type: none"> • Master's degree or equivalent in Physiotherapy from any recognized Indian or foreign University. • Minimum 3 years of work experience as Physiotherapist. • Experience as Sports Physiotherapist at a recognized State level / National level sports organization (Govt. or Private)/ teams/players. 	The Physiotherapist will be responsible for delivering high-quality physiotherapy services to athletes across various disciplines at KISCE, Odisha. The role involves injury assessment, treatment, rehabilitation planning, and performance support. The physiotherapist will work closely with the sports science and coaching teams to ensure athletes maintain peak physical condition and return to play safely after injury.

				<ul style="list-style-type: none"> • Proficiency in official languages and ability to interact with international coaches and athletes. • The candidate must be medically fit. • Ability to work in a cross-functional charged up professional environment as team member. 	<ul style="list-style-type: none"> • Conduct assessments and diagnose musculoskeletal injuries in athletes. • Design and implement individualized rehabilitation programs for injury management and recovery. • Monitor athlete progress and make data-driven decisions for treatment modifications. • Apply manual therapy techniques, therapeutic modalities, and recovery protocols as required. • Collaborate with S&C coaches, exercise physiologists, and sports scientists for integrated care. • Maintain detailed clinical notes, injury logs, and monthly reports. • Educate athletes on injury prevention strategies, posture, biomechanics, and self-care. • Assist in pre-participation screening and return-to-play evaluations. • Ensure physiotherapy equipment and treatment spaces are well maintained and hygienic.
Total 21 Manpower					

Note:

- In the case that the qualified human resources cannot be deployed due to market conditions, DSYS Odisha, at its discretion, may relax the above qualification norms for deserving candidates.
- DSYS reserves the right to conduct interview of the human resources proposed by the bidders before deployment .

- Given the emerging nature of sports ecosystem, the requirement of any specialized nature of human resource resource(s) to be provided by the service provider and the cost of such services provided shall be decided based on the prevailing market rates, in order to maintain high quality of coaching and human resources for this assignment.
- DSYS Odisha reserves the right to change the requirement of human resources for providing the services and/or relax any condition / change the qualification criteria for deployment of the human resources.

2.3.6. General conditions

- i. The individual scope of services, KPIs will be decided by DSYS Odisha in consultation with the Service provider, based on location and requirement.
- ii. As new requirements, processes, and technologies emerge in the field of sports science, DSYS Odisha 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 human resources for deployment, as suitably justified by the Service provider to the authority, DSYS Odisha reserves the right to change the type of human resources to be deployed and/or modify/determine the minimum qualifications for any coaches or other human resources to be deployed.
- iv. DSYS Odisha shall have the liberty to increase/decrease the number of human resources based on the prevalent situation. The Service provider will have to deploy the human resources at the designated areas/new areas as decided by DSYS Odisha within one month of notice. The new area can be any location within the state of Odisha.
- v. DSYS Odisha may, from time to time, modify/re-define the skill-levels/certification/educational qualification requirement (as applicable) for different categories of human resource.
- vi. DSYS Odisha reserves the right to add or alter the type of human resource 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 human resources at any time without approval of DSYS Odisha. All deployment will happen only post a requisition given by DSYS Odisha 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 human resource that matches/exceeds the qualifications requirement.
- viii. The Service provider shall ensure that any replacement of the human resources, as required by DSYS Odisha for any reason specified or otherwise, shall be effected promptly without any additional cost to DSYS Odisha. If the Service provider wishes to replace any of the human resources, the same shall be done with prior concurrence of DSYS Odisha at the Service provider's own cost.
- ix. The Service provider shall ensure that the human resources deployed by it are disciplined and do not indulge in any activity prejudicial to the interest of DSYS Odisha. The human resources shall abide by the provisions of law.
- x. The Service provider shall not allow its human resources to collude/align with the employees of DSYS Odisha/DSYS/dealers/transporters/supplies and

their agents and brokers or take part in any agitation.

- xi. DSYS Odisha reserves the right to direct the Service provider to transfer the human resource. resources to obviate their collusion/ association / intimacy DSYS Staff /dealers /transporters /Suppliers or their agents and brokers.
- xii. The Service provider shall take care of the accommodation and local travel of human resources that would be deployed across various location at its own cost and expense.

2.4 Other Terms and Conditions:

- a. The successful Service provider shall deploy the human resources within 45 days of receiving the work order from DSYS Odisha.
- b. In case of any loss that might be caused to DSYS Odisha due to lapse on the part of the human resources discharging responsibilities, such loss will be borne by the Service provider and in this connection, DSYS 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 DSYS Odisha besides imposition of penalty. In case of frequent lapses on the part of the human resources deployed by the Service provider, DSYS Odisha shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- c. The deployed human resources can avail Leave as per the service provider’s policies.
- d. If the human resources deployed by the Service provider any time are found absent from duty or found engaged in irregular activities, DSYS 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 human resources deployed by it showing their arrival and departure time. The Service provider shall submit to DSYS 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 DSYS Odisha.
- f. In case of non-compliance/ non-performance of the services according to the terms of the contract, DSYS 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 human resources deployed by it.
- h. The decision of DSYS 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 DSYS Odisha indemnified against any claims/disputes arising between the Service provider and its human resources deployed at various locations.
- k. The Service provider and the Service providers’ human 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.

- l. The Agency is responsible for ensuring that the data hand over is properly carried effectively in the event of any replacement of resources during the contract period .

3 Contract period:

- 3.1 The contract shall initially be for a period of **one (1) year** and may be **extended annually up to a maximum of four (4) years** based on the **satisfactory performance** of the Bidder, as determined solely by the Department of Sports and Youth Services (DSYS). **All rights relating to extension, renewal, or termination of the contract shall rest exclusively with DSYS, whose decision shall be final and binding on the Bidder.**
- 3.2 The Contract Period shall commence from the date of signing of the Agreement.
- 3.3 DSYS 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, DSYS 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 DSYS 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 human resources in subsequent years shall be at the sole discretion of DSYS Odisha.
- 3.5 The Contract value may change annually based on the requirement of human resources, as given by DSYS Odisha. The Service provider has to resubmit the Performance Security (as 5% of the Contract value for the year) in the form of bank guarantee to DSYS 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 DSYS 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, DSYS 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 DSYS Odisha.
- 3.8 After completion of the contract period, the contract **may be extended further upon mutual agreement** of the parties, if required.

4 Statutory and Legal requirements

4.1 Human resource Deployment:

In respect of all human resources deployed by the Service provider for the delivery of services to DSYS 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.

4.2 Statutory Laws:

- 4.2.1 All the prevailing statutory laws and Regulation / Acts and Rules etc. as applicable to this

contract shall be complied by the Service provider. In case of failure to do so, DSYS 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, DSYS 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 DSYS Odisha will not be held responsible in any manner whatsoever, in respect of the human 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 human resources to be made accordingly.
- 4.2.5 There will be no relationship of Employer – Employee between DSYS Odisha and human resource engaged by the Service provider under the contract. It shall be the responsibility of Service provider to regulate the terms of engagement of the human resource without any liability whatsoever to DSYS Odisha.
- 4.2.6 The Service provider shall make his own standing orders for the human resources engaged by him & get the same approved through concerned authorities of DSYS Odisha.

5 **Payment terms:**

- 5.1. The Service provider shall maintain proper records of the attendance of deployed resources.
- 5.2. The Service provider shall be paid for each category of Resources plus overall quoted Service Charge based on actual deployment.
- 5.3. The consolidated monthly service for each of the resource is provided in the table below at Clause 5.4. For all the resources, the following would apply:
 - i. The monthly service cost will be all-inclusive. No other allowance for accommodation, travel etc. is admissible.
 - ii. Annual revision in the service cost will be decided by DSYS Odisha.
 - iii. Salaries shall be credited to the deployed resources by 1st of every month.

5.4. Human Resources Remuneration:

Sr. No.	Position	Number	Remuneration Per Unit	Consolidated Remuneration (INR / Month)
1	Senior Sports Science Expert	2	1,50,000	3,00,000
2	Lead Strength & Conditioning Coach	1	80,000	80,000
3	Physiotherapist – Grade II (Senior physiotherapist)	2	80,000	1,60,000
4	Junior Sports Science Expert	2	70,000	1,40,000
5	Massage Therapist	4	55,000	2,20,000
6	Physiotherapist – Grade I	4	40,000	1,60,000
7	Physical Trainer / Strength & Conditioning Coach – Grade I	3	35,000	1,05,000
8	Nursing Staff	2	25,000	50,000
9	Sports Science Lab Technician	1	25,000	25,000
	Total Resources Required	21		

Note:

- i. The required number of human resource services is indicative in nature. DSYS Odisha reserves the right to revise the requirement at any given point.
- ii. GST will be charged on gross monthly billing by the Service Provider, as per the provisions applicable to the GST Act.
- iii. Applicable Income Tax and GST shall be deducted at source.
- iv. In the event of any annual increment in remuneration for the deployed manpower, the same shall be determined solely at the discretion of the Department of Sports & Youth Services (DSYS), Odisha, and shall be applicable only upon formal approval by the Department.
- v. In the event of any replacement of manpower, the Service Provider shall intimate the Department at every stage of the process. No personnel shall be deployed without the prior approval of the Department. Any deployment made without such approval shall be treated as invalid, and appropriate action may be taken against the Service Provider.
- vi. In the event of any replacement of manpower, the Service Provider shall ensure a smooth and complete transition of responsibilities. This shall include proper handover of all data, documents, work status reports, access credentials, and any other project-related information to the replacement resource and/or to the Department, as required. The Service Provider shall ensure that ongoing work is not disrupted due to such replacement. Any failure to ensure a seamless transition may attract appropriate action by the Department.

- 5.5. 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.

- 5.6. 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.
- 5.7. The Service provider will submit the invoice to DSYS Odisha on a monthly basis, along with the below mentioned documents:
 - a. Attendance record of the human resources for the relevant month.
 - b. Monthly Progress Report (MPR) including role-wise deployment, activity logs, and performance summaries.
 - c. Consolidated monthly invoice for professional services rendered.
 - d. GST deposit challan of the month preceding the relevant month.
 - e. Resource wise bifurcation of EPF, ESI, Gratuity and Professional Tax.
 - f. Any other documents required by the authority.
 - g. 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.

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

6. **Price Revision**

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

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

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

In case of any loss that might be caused to DSYS Odisha due to lapse on the part of the human resources discharging their responsibilities, such loss will be borne by the

Service provider and in this connection, DSYS 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 DSYS Odisha besides imposition of penalty. In case of frequent lapses on the part of the human resources deployed by the Service provider, DSYS 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

In case of any loss/theft, the concerned officer from DSYS Odisha will consider the circumstances leading to the loss/theft and submit a report to DSYS 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 DSYS 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

- a. For any breach of contract, DSYS 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.
 - b. 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 Commissioner cum secretary, DSYS Odisha who is the final authority for taking decision in this respect. The decision of DSYS 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.
 - c. If the selected Service provider is not able to provide the required number and quality of human 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 human resources as per the requisition given by the DSYS Odisha to the Service Provider as per Clause 2.3.5.
 - d. If the behavior of the human resources is found to be discourteous/disrespectful.
 - e. If any human resource found not performing duty, submitting a fake name and address.
 - f. If the human resources are found indulging in unlawful activities.
- 7.4. Violation of any of the terms and conditions of the contract shall lead to deduction from the total amount of invoice for the month. Such deductions, however, shall be limited to a maximum of 10% of the total amount of invoice for the month. When the maximum limit of deduction is reached, DSYS Odisha at its discretion, may also terminate the contract, by issuing a notice 30 days prior to such termination.
- 7.5. In the event of delay in human resource deployment**
- a. In the event that required human resource (or part thereof) is not deployed within the

timeframe as intimated, DSYS Odisha, at its discretion can terminate the contract, alongside forfeiture of the Service provider’s Performance Security.

- b. Liquidated damages/Penalty shall be levied with applicable GST. Invoice for such damages/penalty recovered shall be issued by DSYS 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 DSYS Odisha subject to submission of documentary evidence to the satisfaction of DSYS 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 DSYS 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 DSYS Odisha and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time, so as to make DSYS 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 DSYS Odisha/denied by DSYS Odisha then the same will be recovered from the payments of the Service provider or the Service provider has to deposit an equivalent amount.
- vi) The Service provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
- vii) The Service provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
- viii) The Service provider hereby undertakes to indemnify DSYS 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 DSYS Odisha.

8.2. **Direct Taxes**

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

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

Ref: [•]

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

BETWEEN

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

AND

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

WHEREAS

- i) the Service provider, in the ordinary course of its business, is engaged in providing [•] services to its clients and have represented to DSYS Odisha through their bid(s), against this RFP (hereinafter called the “Tender”) for “RFP for Appointing an Agency for providing Sports Science Resources at Khelo India State Centre of Excellence, Bhubaneswar– Odisha”
- ii) on the basis of the said Tender, DSYS Odisha has adjudged the Service provider as a successful Bidder and issued Letter of Award (LOA) No. [•] dated [•] for the same;
- iii) the Service provider has agreed through their letter of acknowledgement vide letter No. [•] dated [•] to perform and undertake the scope of work as described in the Tender;
- iv) the Service provider is being engaged to provide the required services for a period of [1] years on the terms and conditions set forth in this contract;

NOW THEREFORE THE PARTIES hereby agree as follows:

1. The mutual rights and obligations of the Service provider and DSYS Odisha shall be as set forth in this contract, in particular:
 - (a) The Service provider shall provide the services in accordance with the provisions of this contract; and
 - (b) DSYS Odisha shall make payments to the Service provider in accordance with the provisions of this contract.

2. Conditions of Contract
 - (a) Contract Period: <include relevant clauses from SCC>
 - (b) Payment Terms: <include details related to the final quoted prices>
 - (c) The Agreement shall be governed by the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to, and/ or in connection with this Agreement.
 - (d) This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement.
 - (e) All the terms and conditions as per this RFP (including the General Conditions of Contract and Special Conditions of Contract and other conditions in the RFP) shall be applicable for this Agreement.

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

For and on behalf of Sports & Youth Services Department, Government of Odisha	For and on behalf of M/s.
(Authorized Representative)	(Authorized Signatory)
Name:	Name:
Designation:	Designation:
Sports & Youth Services Department, Government of Odisha	Name of the Service provider:
Kalinga Stadium, Nayapalli, Bhubaneswar-751012	Address:
In presence of the following witnesses	
Name:	Name:
Designation:	Designation:

Sports & Youth Services Department, Government of Odisha	Name of the Service provider:
Kalinga Stadium, Nayapalli, Bhubaneswar- 751012	Address:

Annexure I: List of Annexures (Checklist)

Sl. No	Description	Annexure	Submission
1.	List of Annexures (Checklist)	Annexure-I	Technical Proposal
2.	Format of Pre-Bid Queries	Annexure-II	For Pre-Bid Queries
3.	Tender Submission Letter	Annexure-III	Technical Proposal
4.	Bidder’s Authorization Certificate	Annexure-IV	
5.	Performa for Affidavit	Annexure-V	
6.	Information on Bidder’s Organization	Annexure-VI	
7.	Format for Financial Capacity	Annexure-VII	
8.	Power of Attorney	Annexure–VIII	
9.	Relevant Experience	Annexure-IX	
10.	Financial Bid Format	Annexure-X	To be submitted only on e-tender portal
11.	Format for Performance Security	Annexure-XI	To be Submitted by the Selected Bidder

Annexure-II: Format of Pre-Bid Queries

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

Sub: “RFP for Appointing an Agency for providing Sports Science Resources at Khelo India State Centre of Excellence, Bhubaneswar – Odisha”

Ref: RFP No. Dated:

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-III: Tender Submission Letter

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

Sub: “RFP for Appointing an Agency for providing Sports Science Resources at Khelo India State Centre of Excellence, Bhubaneswar– Odisha”

Ref: RFP No. Dated:

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 and eighty (180) days from the date of opening the bid.

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

Yours faithfully,

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

Note: On the Letterhead of the Bidder

Annexure-IV: Bidder’s Authorization Certificate

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

Sub: “RFP for Appointing an Agency for providing Sports Science Resources at
Khelo India State Centre of Excellence, Bhubaneswar– Odisha”

Ref: RFP No. Dated:

Dear..

I/We {Name/Designation} hereby declare/certify that {Name/Designation} is hereby authorized to sign relevant documents on behalf of the company/firm in dealing with tender No_ dated _____. He/ She is also authorized 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: -

Authorized Signatory: -

Verifie

d Signature:

Seal of the Organization: -

Date: -

Place: -

Note: Please attach the valid power of attorney in favor of the person signing this authorization letter

Annexure-V: 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 Authorized Signatory

.....

Name of the Authorized Signatory

Place: _____ Date: _____

Annexure-VI: Information on Bidder’s Organization

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 Authorized Signatory

.....
Name of the Authorized Signatory

Place: _____ Date: _____

Note: Please attach all the relevant documents like Power of Attorney, Certificate of Incorporation, GSTIN, TAN, PAN.

Annexure VII: Format for Financial Capacity

Format For Financial Capacity

S. No.	Financial Year	Annual Turnover (INR in crore)
1.	FY 2020-21	
2.	FY 2021-22	
3.	FY 2022-23	
4.	FY 2023-24	
5.	FY 2024-25	

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.
- The bidder must mention **Average Annual Turnover** of any last 3 financial years out of 5 financial years.

Annexure VIII: Format for 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 ofas 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 “RFP for Appointing an Agency for providing Sports Science Resources at Khelo India State Centre of Excellence, Bhubaneswar- 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 Authorized 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 Authorized 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 THISDAY OF, 20.....

For

(Signature, name, designation, and address)

Witnesses: 1.

2.

Notarized

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 favor 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 legalized by the Indian Embassy and notarized 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 legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure IX: Relevant Experience

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

Note:

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

Annexure X: Financial Bid Format

#	Description	% in Percentage
1.	Service Charge as % of the human resources requirement as mentioned in Clause 5.4. of Special Conditions of Contract	

Note:

- The Bidder shall submit the Financial Bid through the online e-procurement portal only, strictly in the prescribed BOQ (Excel) sheet provided with this tender.
- Service Charge quoted by the Bidder shall cover profit, insurance, medical expenses, admin expenses, contingency, interest cost (if any), and any other cost as envisaged by the Bidder. The Service Charge shall be exclusive of GST but inclusive of all other taxes.
- **The minimum rate of service charge shall be 3.85% and the service charge should not exceed 7% in any case, as per OGFR 2023, Finance Department, Government of Odisha Rule No 264 Sub Point (iv).**

Annexure XI: Format for Performance Security

PERFORMANCE BANK GUARANTEE FORMAT

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

WHEREAS..... (Name and address of the Agency) (hereinafter called “the Agency”) has undertaken, in pursuance of RFP No..... Dated to undertake the service of (description of the services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by _____(Name of the Client) in the said contract that the Agency shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Agency, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the agency to be in default under the contract 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 or 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 contract to be performed there under 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.

This performance bank guarantee shall be valid until the DD/MM/YYYY

Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our Bhubaneswar branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)
Name and designation of the officer

.....
.....
Seal, name & address of the Bank & Branch