



Reference No: SYS-HPCO-MISC-0005-2022-13660, Dated 20/08/2022

*RFP for providing Professional Manpower and Coaching Services for  
Hockey Promotion Council, Odisha*

**Hockey Promotion Council, Odisha**  
Kalinga Stadium, Nayapalli, Bhubaneswar – 751012

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## Notice for Request for Proposal



**Government of Odisha**  
**Sports & Youth Services Department**  
 Kalinga Stadium, Bhubaneswar-751012  
 e mail: [hockeyodsys@gmail.com](mailto:hockeyodsys@gmail.com)

**SYS-HPCO-MISC-0005-2022-13660 / August 20, 2022**

Sports & Youth Services Department, Odisha invites sealed Bids under two bid-basis i.e., Technical Bid and Financial Bid from Agencies '**providing Professional Manpower and Coaching Services for Hockey Promotion Council, Odisha**'.

1	Name of RFP	RFP for providing Professional Manpower and Coaching Services for Hockey Promotion Council, Odisha
2	Type of RFP	Open Tender
3	Mode of tendering	E-tender
4	Last date for sending queries to HPCO	Date: 25-August-2022; Time: 05:00 pm; Queries may be sent by email to <a href="mailto:hockeyodsys@gmail.com">hockeyodsys@gmail.com</a>
5	Pre-bid meeting	Date: 26-August-2022; Time: 11:00 am; (to be held via video conferencing (Link for the video conference: <a href="https://meet.google.com/gpe-kazw-dso">https://meet.google.com/gpe-kazw-dso</a> )
6	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 2-September-2022
7	Bid Due Date	Date: 12-September 2022; Time: 4:00 pm
8	Opening of Technical Bid	Date: 12-September 2022; Time: 5:00 pm
9	Opening of Financial Bid	To be informed to the Technically Qualified Bidders
10	Tender Document Cost (non-refundable) including GST	Amount: INR 11,800 (Rupees Eleven Thousand Eight Hundred only) including GST @18%, payable in DD/ Banker's Cheque only in favour of 'Chief Executive Officer, Hockey Promotion Council, Odisha' payable at Bhubaneswar. DD should reach CEO, Hockey Promotion Council, Sports & Youth Services Department, Odisha, Kalinga Stadium, Bhubaneswar, 751012 on or before the Bid Due Date by registered post/ registered courier.
11	Earnest Money Deposit (EMD)	BID SECURITY DECLARATION in prescribed format. (Annexure 12) duly filled in properly by the bidder to be submitted along with bid document

The interested bidders should submit their bids to Hockey Promotion Council, Odisha, Kalinga Stadium, Nayapalli, Bhubaneswar - 751012, on or before 12 September 2022 up to 04:00 PM.

Hockey Promotion Council, Odisha reserves the right to cancel the bid at any time or amend/ withdraw any of the terms and conditions contained in the RFP Document without assigning any reason thereof.

**Chief Executive Officer, HPCO**

## 1. Schedule of the RFP

Hockey Promotion Council, Odisha, will endeavour to adhere to the following schedule:

Sl. No.	Parameter	Name
1	Date of publication of RFP	Date: 20 August 2022
2	Last date for sending queries to HPCO	Date: 25 August 2022; Time: 11:00 am; Queries may be sent by email to <a href="mailto:hockeyodsys@gmail.com">hockeyodsys@gmail.com</a>
3	Pre-bid meeting	Date: 26 August 2022; Time: 11:00 AM; (to be held via videoconferencing). Link for the video conference: <a href="https://meet.google.com/gpe-kazw-dso">https://meet.google.com/gpe-kazw-dso</a>
4	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 02 September 2022
5	Bid Due Date	Date: 12 September 2022; Time: 4:00 pm. Bid to be submitted through e-tendering process
6	Opening of Technical Bid	Date: 12 September 2022; Time: 5:00 pm
7	Opening of Financial Bid	To be informed to the Technically Qualified Bidders by appropriate means

## 2. Data Sheet

Sl. No.	Parameter	Name
1.	RFP No. and date	<b>SYS-HPCO-MISC-0005-2022-13660</b>
2.	Name of the RFP	RFP for providing Professional Manpower and Coaching Services for Hockey Promotion Council, Odisha
3.	Type of RFP	Open Tender
4.	Mode of tendering	E-tender
5.	Mode of Selection	<b>Quality-cum-Cost Based Selection (QCBS) 80:20</b>
6.	Tender Document Cost (non-refundable) including GST	Amount: INR 11,800 (Rupees Eleven Thousand Eight Hundred only) including GST @18% Payable in DD/ Banker's Cheque only in favour of 'Chief Executive Officer, Hockey Promotion Council, Odisha, Government of Odisha' payable at Bhubaneswar.  DD should reach HPCO on or before the Bid Due Date by registered post/ registered courier.
7.	Earnest Money Deposit (EMD)	BID SECURITY DECLARATION in prescribed format. (Annexure 12) duly filled in properly by the bidder to be submitted along with bid document
8.	Amount for Performance Security	3% 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 9
9.	Nodal Officer	Sailendra Kumar Jena, Chief Executive Officer, Hockey Promotion Council, Odisha
10.	Email address for submitting the queries	<a href="mailto:hockeyodsys@gmail.com">hockeyodsys@gmail.com</a>
11.	Address of Hockey Promotion Council, Odisha	Kalinga Stadium, Nayapalli, Bhubaneswar Pin code: 751012

### 3. Disclaimer

- 3.1 This Request for Proposal (“RFP”) is neither an agreement nor an offer by Hockey Promotion Council, 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.
- 3.2 This RFP includes statements, which reflect various assumptions and assessments arrived at by Hockey Promotion Council, 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 Hockey Promotion Council, 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.
- 3.3 Information provided in this RFP
- 3.4
- 3.5 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. Hockey Promotion Council, Odisha accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 3.6 Hockey Promotion Council, 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.
- 3.7 Neither Hockey Promotion Council, 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. Hockey Promotion Council, 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.
- 3.8 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 Hockey Promotion Council, Odisha immediately at the following address:

**Hockey Promotion Council, Odisha**  
**Kalinga Stadium, Nayapalli, Bhubaneswar, Odisha - 751012**  
**Email: [hockeyodsys@gmail.com](mailto:hockeyodsys@gmail.com)**

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

#### 4. Abbreviations

BG	Bank Guarantee
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EMD	Earnest Money Deposit
ESI	Employee's State Insurance
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee/ legal tender currency of India
IT	Income Tax
JV	Joint Venture
HPCO	Hockey Promotion Council, 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

## 5. Definitions and Interpretations

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

- 5.1 **“Applicable Laws”** means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgements/orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either Hockey Promotion Council, Odisha or to the Bidders;
- 5.2 **“Authorized Signatory”** means the designated person of the agency authorized to represent the agency in all matters pertaining to its Proposal. The designated person should hold the Power of Attorney duly authorizing him/ her to perform all tasks including but not limited to sign and submit the Proposal to participate in all stages of the RFP Process, to conduct correspondence for and on behalf of the agency, and to execute any document required to give effect to the outcome of the RFP Process;
- 5.3 **“Bid”** or **“Proposal”** means the documents submitted by a Bidder pursuant to this RFP, including the Technical Bid along with any additional information/clarifications required/ sought by Hockey Promotion Council, Odisha and the Financial Bid, submitted strictly in the formats provided by Hockey Promotion Council, Odisha. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by Hockey Promotion Council, Odisha;
- 5.4 **“Bidder”** or **“bidder”** or **“Agency”** or **“agency”** designates an Agency empaneled with Sports & Youth Services Department, Govt. of Odisha as per EOI No: SYS-CC-CC-0032-2019-/7026 which has made a proposal, a tender or a bid with the aim of concluding a Service Order/ Agreement with Hockey Promotion Council, Odisha;
- 5.5 **“RFP Process”** or **“Bidding Process”** means the process governing the submission and evaluation of the Bids as set out in the RFP itself;
- 5.6 **“Bid Due Date”** shall mean the last date for submission of bids, as given in Sl. No. 6 of the Schedule of the RFP. No bids shall be accepted after the Bid Due Date;
- 5.7 **“Bid Processing Fee”** shall have the meaning as set forth in Clause 8.6;
- 5.8 **“EMD”** means the amount submitted by a Bidder to Hockey Promotion Council, Odisha for participating in the Bidding Process, in terms of Clause 8.7;
- 5.9 **“Bid Validity Period”** shall have the meaning given to it in Clause 8.8;
- 5.10 **“Financial Year”** means the 12-month period from 1st April to 31st March corresponding to the audited annual accounts;
- 5.11 **“Letter of Award (LOA)”** means the official written intimation by Hockey Promotion Council, Odisha notifying the Preferred Bidder/ Service provider that the work has been awarded in its favour as per the terms and conditions mentioned therein;

- 5.12 **“Net Worth”** shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
- 5.13 **“Request for Proposal” or “RFP” or “RFP Document” or “RFP Paper” or “RFP Documents” or “Bid Documents”** means documents issued by Hockey Promotion Council, Odisha vide RFP No. **SYS-HPCO-MISC-0005-2022-13660** dated 20-08-2022 for providing Professional Manpower and Coaching Services for Hockey Promotion Council, Odisha and shall include any modifications, amendments, corrigenda/ addenda or alterations thereto. The documents are as follows:
- (a) This RFP document;
  - (b) Any corrigendum(a)/ addendum(a) and clarification(s) to the RFP Document issued by Hockey Promotion Council, 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);
- 5.14 **“Pre-Proposal Meeting”** means Pre-Proposal meeting to be held as per the schedule indicated in the Sl. No. 4 of the Schedule of the RFP hereof between Hockey Promotion Council, Odisha and the bidders for clearing doubts if any;
- 5.15 **“Preferred Bidder”** shall have the meaning given to it in Clause 8.25;
- 5.16 **“Financial Bid” or “Financial Proposal”** means the Financial Bid submitted by the Bidder, in accordance with Clause 8.18.5;
- 5.17 **“Related Party”** shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.18 **“Successful Bidder”** shall have the meaning given to it in Clause 8.28;
- 5.19 **“Eligibility Criteria”** shall have the meaning given to it in Clause 7;
- 5.20 **“Technical Evaluation Criteria”** shall have the meaning given to it in Clause 9;
- 5.21 **“Technically Qualified Bidder”** means a Bidder whose Technical Proposal is responsive and meets the requirements to the satisfaction of Hockey Promotion Council, Odisha as per terms and condition of the RFP and is qualified for opening of its Financial Bid;
- 5.22 **“Technical Bid” or “Technical Proposal”** means proposal submitted by the Bidder in accordance with Clause 8.18.4;
- 5.23 **“Turnover”** shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.
- 5.24 **“Hockey Promotion Council, Odisha” or “HPCO”** shall mean Hockey Promotion Council, Odisha having its registered office at, Kalinga Stadium, Nayapalli, Bhubaneswar, Odisha - 751012 and shall include its successor and assignees or its representatives;

- 5.25 **“Sports and Youth Services Department, Government of Odisha”** or **“DSYS”** shall mean the Sports and Youth Services Department, Government of Odisha having its registered office at Kalinga Stadium, Bhubaneswar. 751012

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the RFP. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and /or in General Clauses Act, 1897.

## 6. Scope of Services

The selected Service provider shall provide the following services to Hockey Promotion Council, Odisha as per the below mentioned timeframe:

Sl. No.	Name/ type of Services	Contract period	Location for providing the services
1	Providing professional manpower and coaching services for Hockey Promotion Council, Odisha	5 years on year-to-year basis subject to assessment of the performance of the Service Provider Extendable up to another 5 years on same terms as mentioned above	Various locations throughout the State of Odisha as mentioned in Special Conditions of Contract

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 Criteria:

#	Criteria	Required Documents
7.1	<b>Technical Criteria</b>	
7.1.1	The Bidder must have experience of undertaking at least 1 sports management project with annualized contract value of not less than INR 1 crore during the last 5 (five) years.  Applicable 5 (five) years shall be preceding five financial years excluding the financial year of floating of the Tender (i.e., FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22)	<ul style="list-style-type: none"> <li>a) Work order along with completion certificate or Continuation certificate</li> <li>b) In case, the bidder fails to avail the completion certificate from their client/employer, the proof of completion duly certified by its Statutory Auditor shall be submitted</li> </ul>
7.1.2	The Bidder shall have at least 05 (Five) years of experience in providing Sports Management Services (including sports coaching, sports education, etc.), as of 31st March 2022	Work order along with completion certificate or Continuation certificate. The documents submitted should cover all the years of operation as claimed by the Bidder
7.2	<b>Financial Criteria</b>	
7.2.1	The Bidder should have an average annual turnover of min. INR 5 crore in the last 3 (three) financial years (FY 2019-20, FY 2020-21 and FY 2021-22)	Details to be furnished as per Annexure 3, certified by Statutory Auditor / Chartered Accountant
7.2.2	Net worth of the Bidder in at least one of the last 3 (three) financial years should be positive as per audited balance sheet  (Applicable 3 (three) years – FY 2019-20, FY 2020-21 and FY 2021-22)	<ul style="list-style-type: none"> <li>a) Copies of audited financial statements</li> <li>b) In case the audited financial statements of the last financial year are not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor</li> </ul>
7.3	<b>Other Criteria</b>	
7.3.1	The Bidder should have valid PAN and GSTIN registration	<ul style="list-style-type: none"> <li>▪ Copy of PAN</li> <li>▪ Copy of GST registration certificate – REG 06</li> </ul>
7.3.2	The Bidder should not have been banned/blacklisted by DSYS or any government agency or any PSU as on the date of submission of Bid	Declaration to this effect, as per the format given in Annexure 6

Note

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

## 8. Instruction to Bidders

8.1 **Bid preparation cost:** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Hockey Promotion Council, 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 Hockey Promotion Council, 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.

8.2 The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.

8.3 Bidding in the form of a consortium is not allowed.

8.4 The bidder shall not make or cause to be made by any alteration, erasure, or obliteration to the text of the RFP document.

8.5 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.

### 8.6 Bid Processing Fee

The bidder shall pay to Hockey Promotion Council, Odisha a non-refundable amount ("Bid Processing Fee"), indicated in the Data Sheet, as part of its Technical Proposal. The mode of payment of the Bid Processing Fee is also indicated in the Data Sheet.

### 8.7 Earnest Money Deposit (EMD)

There is no provision of Earnest Money Deposit (EMD)/Bid Security as per office memorandum no. 8943 dated 18.03.2021 of Finance Department, Govt. Of Odisha In lieu of which, the bidder is required to submit BID SECURITY DECLARATION in prescribed format (Annexure 12) duly filled in properly along with the bid document failing which the tender is liable for rejection. Also, if the bidders withdraw or modify their bids during the period of validity, they will be suspended for the time specified in the tender document (Ref: Above memorandum no. 8943 Dt. 18.03.21). Any bidder that does not submit the Bid Security Declaration shall be rejected by DSYS as non-responsive.

8.7 **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 Hockey Promotion Council, Odisha. Under exceptional circumstances, Hockey Promotion Council, Odisha may in writing request the bidders to extend the bid validity period of their bids. In case the bidder refuses the request of



Hockey Promotion Council, Odisha to extend its bid, the EMD of such bidder will be returned to the bidder. However, such bids will not be evaluated further.

- 8.8 **Issue of clarifications:** Bidders may send their queries as per the format attached at ‘**Annexure 13**’ to the following address in writing by e-mail/post/courier:

**CEO Hockey Promotion Council, Odisha**  
**Kalinga Stadium, Nayapalli, Bhubaneswar – 751012, Odisha**  
**Email: [hockeyodsys@gmail.com](mailto:hockeyodsys@gmail.com)**

Queries received after the last date for sending queries (as per the Schedule of the RFP) may not be considered by Hockey Promotion Council, Odisha. The responses to the queries received shall be emailed by Hockey Promotion Council, 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. Hockey Promotion Council, Odisha shall endeavour to respond to the queries raised or clarifications sought by the bidders. However, Hockey Promotion Council, 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 Hockey Promotion Council, Odisha to respond to any query or to provide any clarification.

#### 8.9 **Pre-Proposal Meeting**

- 8.9.1 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.
- 8.9.2 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.
- 8.9.3 Attendance of the bidders at the Pre-Proposal Meeting is not mandatory. Hockey Promotion Council, Odisha will endeavour to respond to all queries received by the scheduled date as per Clause 1 from all bidders, irrespective of attendance of the bidder in the Pre-Proposal Meeting.
- 8.9.4 In case of any change in the schedule of the Pre-Proposal Meeting, the same will be communicated by Hockey Promotion Council, Odisha.
- 8.10 **Issue of corrigendum/ amendment:** At any time prior to the Bid Due Date, Hockey Promotion Council, 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, Hockey Promotion Council, Odisha may at its own discretion also extend the Bid Due Date.
- 8.11 **Extension of Bid Due Date:** Hockey Promotion Council, Odisha may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this RFP.

8.12 **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 Hockey Promotion Council, Odisha;
- iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP documents or furnished by or on behalf of Hockey Promotion Council, 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 Hockey Promotion Council, 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 Hockey Promotion Council, Odisha;
- vi) agreed to be bound by the undertakings provided by it under and in terms;

Hockey Promotion Council, 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 Hockey Promotion Council, Odisha.

8.13 **Right to accept or reject any/ all bids:** Notwithstanding anything contained in the RFP, Hockey Promotion Council, 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 Hockey Promotion Council, 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 Hockey Promotion Council, Odisha's action. Decision of Hockey Promotion Council, Odisha shall be final and binding in this regard. Hockey Promotion Council, 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.

8.14 **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.

**8.15 Format and signing of bid**

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

8.15.2 The bid shall contain no alterations, omissions or additions except those to comply with an instruction issued by Hockey Promotion Council, 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.

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

**8.16 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 /₹).

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

8.17.1 The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.

8.17.2 **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 7.

8.17.3 **Price Bid:** The Price Bid shall be submitted on the e-tender portal of the Government of Odisha and shall be in percentage (%) basis both in word & figure. The Bidder shall quote the rate as per the Price Bid format in Annexure 4 and in case of any discrepancy between the word and figure of the quoted rate, the rate mentioned in word shall prevail.

8.17.4 **Technical Bid:** The Technical Bid should consist of clear and legible copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the RFP. The Technical Bid shall not contain any information on the Financial Bid of the Bidder. The Technical Bid shall consist of the following:

Sl. No.	Qualification Requirement
1	Power of Attorney - Annexure 3

2.	Declaration by the Bidder - Annexure 6
3	Proof of payment of Bid Processing Fee
4	Proof of payment of EMD/ documents related- to exemption from the same
5	Signed copy of check list with seal - Annexure 7
6	Bank details – Annexure 8
7	Documents Supporting Eligibility Criteria as per Clause 7
8	Documents towards fulfillment of Technical Evaluation Criteria as per Clause 9
9	Integrity Pact – Annexure 10
10	Tender Submission Letter – Annexure 11
11	Bid Securing Declaration Form – Annexure 12

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

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

#### 8.18 Late and delayed bids

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

8.18.2 Any bid received by Hockey Promotion Council, Odisha after the deadline for submission of bids, as stipulated above, shall not be considered.

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

8.20.1. 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.

8.20.2. The Technical Bid is not accompanied by all the documents required to be submitted in terms of this RFP document as per Clause 8.18.4.

- 8.20.3. 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);
- 8.20.4. The Technical Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- 8.20.5. The Technical Bid or Financial Bid submitted by the Bidder is conditional or qualified.
- 8.20.6. The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.8.
- 8.20.7. It is otherwise substantially/ materially in deviation of the terms and conditions of the RFP document.
- 8.20 Hockey Promotion Council, Odisha may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. Hockey Promotion Council, Odisha may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 8.24.3), 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 Hockey Promotion Council, Odisha by the date specified therein may result in the rejection of its Bid. Hockey Promotion Council, Odisha, however, is not bound to waive such non-conformity under this Clause 8.21.
- 8.21 **Formation of evaluation committee:** Hockey Promotion Council, 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.
- 8.22 **Opening of Technical Bids:** The Technical Bids shall be opened as per the schedule indicated in Schedule of the RFP.
- 8.23 **Evaluation of Technical Bids:**
- 8.23.1 The Technical Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Technical Bid is generally in order. It will be determined whether the Technical Bid is of acceptable quality, is generally complete and is substantially responsive to the RFP documents. For purposes of this determination, a substantially responsive Technical Bid is one that conforms to all the terms, conditions and specifications of the RFP documents without any material deviations (as defined in Clause 8.20), objections, conditionality or reservations.
- 8.23.2 A Technical Bid which is not substantially responsive, may be rejected by Hockey Promotion Council, Odisha, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 8.20 of the Material deviation.

- 8.23.3 If required, Hockey Promotion Council, 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 Hockey Promotion Council, 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 Hockey Promotion Council, Odisha or submission of any additional documents, not specifically asked for by Hockey Promotion Council, Odisha will be allowed and even if submitted, they may not be considered by Hockey Promotion Council, Odisha.
- 8.23.4 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 Clause 8.18.4 of Technical Bid.
- 8.23.5 The Technical Bids which fulfill the above criteria shall be evaluated further in accordance with the Technical Evaluation Criteria given in Clause 9 and a Technical Score ( $T_s$ ) shall be assigned to each such Technical Bid. Technical Bids which do not fulfill 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.

#### 8.24 **Opening of Financial Bid and Final Evaluation**

- 8.24.1 After the technical evaluation is completed, the Client shall notify the firms that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.
- 8.24.2 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. HPCO shall prepare minutes of the public opening.
- 8.24.3 The lowest evaluated Financial Proposal ( $F_m$ ) shall be given the maximum financial score ( $F_s$ ) of 100. The formula for determining the financial scores of all other Proposals shall be calculated as follows:  $F_s = 100 \times F_m / F$ , in which " $F_s$ " is the financial score, " $F_m$ " is the lowest price, and " $F$ " the price of the Proposal under consideration.
- 8.24.4 The weights given to the Technical (T) and Financial (P) Proposals shall be: T = 80, and P = 20
- 8.24.5 Proposals shall be ranked according to their combined scores, calculated using the technical score ( $T_s$ ) and financial score ( $F_s$ ) and the weights as follows:

$$S = (T_s \times 80\%) + (F_s \times 20\%)$$

- 8.25 **Preferred Bidder:** The Bidder with the highest combined score (S) shall be declared as the Preferred Bidder and will be invited for negotiations. The Preferred Bidder shall be issued the LOA. The Preferred Bidder shall have to acknowledge and accept the LOA by returning a signed copy of the LOA within a period of 15 (fifteen) days of issue thereof, along with submission of the Performance Security, failing which the issued LOA may be cancelled and EMD of the Preferred Bidder shall be forfeited.
- 8.26 In the event that 2 (two) or more technically qualified Bidders (the “Tie Bidders”) have the same overall score (S), the Bidder having higher technical score shall be considered as the Preferred Bidder. In the event that 2 (two) or more “Tie Bidders” have the same technical score ( $T_s$ ), Hockey Promotion Council, Odisha reserves the right to choose the Preferred Bidder.
- 8.27 Hockey Promotion Council, 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. Hockey Promotion Council, Odisha has the right to accept any Bid and to reject any or all bids.
- 8.28 **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 Preferred Bidder, failing which the Performance Security shall be forfeited and appropriated by Hockey Promotion Council, Odisha. In such a case, Hockey Promotion Council, Odisha reserves the right to approach the technically qualified Bidder(s) who has secured the next highest combined score (S), and issue a fresh LOA to such Bidder and proceed with such Bidder in terms of this Clause 8.29. Upon signing of the Agreement, the Preferred Bidder shall be considered to be the “Successful Bidder”. The pro-forma of the Agreement is provided in Annexure 2A. Post signing of the Agreement, Hockey Promotion Council, Odisha shall issue Service Order(s) to the Successful Bidder. Failure of the Successful Bidder to comply with the requirements of the above clauses shall constitute sufficient grounds or the annulment of the award and other actions as deemed necessary.
- 8.28.1 Hockey Promotion Council, 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.
- 8.28.2 Hockey Promotion Council, 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.
- 8.29 **Performance Security:**
- 8.29.1 The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The Preferred Bidder shall submit the Performance Security at Hockey Promotion Council, Odisha upon issue of LOA within a period of 15 (fifteen) days.
- 8.29.2 Performance Security shall be in the form of a Bank Guarantee from any Nationalised/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 9 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.

- 8.29.3 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 Hockey Promotion Council, Odisha to commence work for the subsequent Contractual Year's operation.
- 8.29.4 The performance security shall be recalculated for the concerned Contractual year as per the formula:
- Amount = 3% of Annual Contract Value of the relevant Contractual Year
- 8.29.5 The Service provider 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 HPCO, the previous Performance Security shall be returned.
- 8.29.6 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.



## 9. Technical Evaluation Criteria

Only those firms attaining 70 marks or more in the Technical Evaluation shall be eligible for Financial bid opening.

Sl. No.	Criteria	Maximum Marks	Marking Scheme	Document/ Evidence Required
<b>1)</b>	<b>Experience of the Agency</b>	<b>40</b>		
1 A	Number of years of Experience in providing Sports Management Services (including sports coaching, sports education, etc.) (as of 31st March 2022)	10	5-7 years: 5 marks 7-9 years: 7 marks 9+ years: 10 marks	Work order along with completion certificate or Continuation certificate. The documents submitted should cover all the years of operation as claimed by the Bidder
1 B	Experience of the Agency in undertaking sports management projects with annualized contract value of not less than INR 1 crore during the last Five financial years  <u>Note:</u> 1. Applicable 5 (five) years shall be preceding five financial years excluding the financial year of floating of the Tender (i.e., FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22)	15	<ul style="list-style-type: none"> <li>7.5 marks for each eligible project</li> <li>Maximum 2 projects shall be considered</li> </ul>	<ul style="list-style-type: none"> <li>Work order along with completion certificate or Continuation certificate</li> <li>In case, the bidder fails to avail the completion certificate from their client/employer, the proof of completion duly certified by its Statutory Auditor shall be submitted</li> </ul>
1 C	Experience of the firm in providing more than 30 manpower for sports coaching development to a single client during the last Five financial years  <u>Note:</u> 1. Applicable 5 (five) years shall be preceding five financial years excluding the financial year of floating of the Tender (i.e.,	15	<ul style="list-style-type: none"> <li>7.5 marks for each eligible project</li> <li>Maximum 2 projects shall be considered</li> </ul>	<ul style="list-style-type: none"> <li>Work order along with completion certificate or Continuation certificate</li> <li>In case, the bidder fails to avail the completion certificate from their client/employer, the proof of completion duly certified by its</li> </ul>

	FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21 and FY 2021-22)			Statutory Auditor shall be submitted
<b>2) Financial Strength of the Agency</b>		<b>20</b>		
2 A	Turnover of the bidder in at least one of the last 3 (three) Financial Years is: (FY 2019-20, FY 2020-21 and FY 2021-22)	20	<ul style="list-style-type: none"> <li>● &gt; INR 5 Crore, &lt; 7.5 Crore: 10 marks</li> <li>● &gt; INR 7.5 Crore, &lt; 10 Crore – 12 marks</li> <li>● &gt; INR 10 Crore, &lt; 12.5 Crore – 14 marks</li> <li>● &gt; INR 12.5 Crore, &lt; 15 Crore – 16 marks</li> <li>● &gt; INR 15 Crore, &lt; 17.5 Crore – 18 marks</li> <li>● &gt; INR 17.5 Crore - 20 marks</li> </ul>	<ul style="list-style-type: none"> <li>● Copies of turnover certificate &amp; audited financial statements</li> <li>● In case the audited financial statements of the last financial year are not yet ready, the Bidder shall submit unaudited financial statements, certified by its statutory auditor.</li> </ul>
<b>3) Technical Presentation</b>		<b>40</b>		
3 A	Best practices followed at the existing/ previous projects	8	The technical presentation shall be made by the Bidder via Video Conferencing	
	Approach/ Methodology/ Work plan	8		
	Reporting system/ plan	8		
	Organizational expertise, structure and profiles of the organization leadership	4		
	Existing in-house softwares/systems for	6		

	monitoring & evaluation of performance outcomes		
	Awards and certifications	6	
<b>Total</b>		<b>100</b>	

## **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 Hockey Promotion Council, 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 Hockey Promotion Council, 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 thereto.

### **3. Instructions, Direction & Correspondence**

- (a) All instructions and orders to Service provider shall, excepting what is herein provided, be given by Hockey Promotion Council, Odisha.
- (b) All the work shall be carried out under the direction of and to the satisfaction of Hockey Promotion Council, Odisha.
- (c) All communications including technical/commercial clarifications and/ or comments shall be addressed to Hockey Promotion Council, Odisha and shall always bear reference to the Service Order / Agreement.
- (d) Invoices for payment against Service Order/ Agreement shall be addressed to Hockey Promotion Council, 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), Hockey Promotion Council, 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 Hockey Promotion Council, 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. Hockey Promotion Council, 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 Hockey Promotion Council, Odisha' prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of Hockey Promotion Council, 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 Hockey Promotion Council, 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 Hockey Promotion Council, 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 Hockey Promotion Council, 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. Hockey Promotion Council, 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 Hockey Promotion Council, Odisha. Any request concerning delay will be null and void unless accepted by Hockey Promotion Council, 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 Hockey Promotion Council, 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 Hockey Promotion Council, Odisha for the services for which such subletting is sought. However, Hockey Promotion Council, 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, Hockey Promotion Council, 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 Hockey Promotion Council, 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 Hockey Promotion Council, 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, Hockey Promotion Council, Odisha reserves the right to deduct/ impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. Hockey Promotion Council, Odisha reserves the right to appropriate the Performance Security, as a genuine pre-estimated damage suffered by Hockey Promotion Council, Odisha for the non-performance by the Service provider. Hockey Promotion Council, 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 Hockey Promotion Council, 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, Hockey Promotion Council, 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 Hockey Promotion Council, 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 Hockey Promotion Council, 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 Hockey Promotion Council, 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 Hockey Promotion Council, 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 Hockey

Promotion Council, 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 Hockey Promotion Council, 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 Hockey Promotion Council, Odisha owing to the Service provider's failure to adhere to any of the instructions given by Hockey Promotion Council, 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 Hockey Promotion Council, Odisha may have paid, for which under the Service Order/ Agreement, the Service provider is liable, may be recovered by Hockey Promotion Council, 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 Hockey Promotion Council, Odisha, on demand, the balance amount.

## 19. Liability and Indemnity

19.1. Service provider shall indemnify, defend and hold Hockey Promotion Council, Odisha harmless against:

- a) any and all third party claims, actions, suits or proceedings against Hockey Promotion Council, 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 Hockey Promotion Council, 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 Hockey Promotion Council, 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 Hockey Promotion Council, 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 Hockey Promotion Council, Odisha. The Service provider shall not utilize Hockey Promotion Council, 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 Hockey Promotion Council, Odisha and in which case, the Service provider shall be liable to Hockey Promotion Council, Odisha to pay compensation to the full extent of damage/ loss and undertake to pay the same.

19.2. Hockey Promotion Council, Odisha remains indemnified (even if the Service Order/ Agreement ends pre-maturely) towards all or any obligations due to Hockey Promotion Council, 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 Hockey Promotion Council, 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 Hockey Promotion Council, 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 HPCO. 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 Hockey Promotion Council, 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 Labour (Regulation and Abolition) Act 1970 (if applicable) and shall bear all necessary expenses in this regard.
- 22.2. The Service provider shall abide by all applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, gratuity, retrenchment, leave and leave encashment, health care, and compensation to the deployed manpower 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 Hockey Promotion Council, Odisha from any liability falling on Hockey Promotion Council, 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 Hockey Promotion Council, Odisha is made liable for any such claim by the court of law or any other authority, the same shall be reimbursed to Hockey Promotion Council, Odisha by the Service provider as if Hockey Promotion Council, Odisha has paid on their behalf. The same shall be adjusted from the invoices payable by Hockey Promotion Council, Odisha to the Service provider, if not paid within a period of 30 (thirty) days of such payment being made by Hockey Promotion Council, 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. Purpose and Scope of work

#### 2.1. Purpose of this engagement

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

Odisha's support of Hockey has created a model for development of a sport in a holistic manner. The Hockey Promotion Council, Odisha aims to take this vision forward, by undertaking a strategic transformation of the hockey ecosystem in Odisha, through a combination of unique initiatives around state team development, promoting tournaments, and leveraging data analytical tools for high performance and talent identification and development.

#### 2.2. Scope of Work

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

- a) **Coaching Management:** Provide end-to-end management support towards all Coaching related matters for HPCO
- b) **Sport Management & Development:** Provide end-to-end management support towards all matters related to conduct of Tournaments and monitoring infrastructure development for HPCO
- c) **Research & Analysis:** Design methods and strategies to capture, store and manage data, implement analytical tools and interpret the same to help achieve objectives of HPCO. This Research & Analysis services will be provided to support the other sports disciplines, as required..
- d) **State Team Development:** Manage the training, coaching and all technical requirements of the State hockey teams
- e) **General Administration Services:** Provide overall support to the Hockey Promotion Council towards monitoring of Infrastructure projects & facilities, maintenance of IT and Communications, and providing functional support in HR and Finance. The General Administrative Services will be provided to support the other sports disciplines,

as required.

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 mentioned above. Details of the number of manpower resources to be deployed, the desired qualification, experience for each position and key responsibilities for each position have been provided in the following section. However, the responsibilities for each category of manpower resource is indicative in nature and may change as per the requirement of HPCO.

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

- (a) The Service provider will ensure the timely deployment of the manpower resources, post approval of HPCO. The Service provider will ensure that the manpower resources are made aware of the rules & regulations and operational protocols of HPCO and the Sports & Youth Services Department, Govt. of Odisha. The Service provider must establish performance standards for each role, and monitor the performance of the deployed manpower resources against their job responsibilities, in consultation with HPCO.
- (b) The service provider shall submit monthly claims against the payment made to the deployed manpower resources. Payments to the deployed manpower resources would be made on actual number of people deployed every month, their attendance and after the monthly activities conducted by them are approved by the designated supervising authority, in the prescribed format. The duly approved forms would be submitted by the Service provider along with their claim.
- (c) The Service provider shall ensure that any replacement of the manpower resources, as required by HPCO for any reason specified or otherwise, shall be done promptly.

### **2.2.2 Instructions to the Service provider:**

- (a) The manpower resources deployed by the selected Service provider for the assignment will be required to operate out of various parts of the State.
- (b) The service cost for the manpower resources shall be discussed and agreed with HPCO based on actual deployment requirement.
- (c) The liabilities in respect of the authenticity of information about the selected candidates will extend beyond the contract period. Hence the Service provider will be liable to compensate any liability arising out of the performance of this contract either during or up to 1 year from the expiry of the contract.
- (d) Hockey Promotion Council, Odisha has the right to reject the list of manpower resources provided by the Service provider in case they are not found suitable as per the criteria.
- (e) In case the Hockey Promotion Council, Odisha is not satisfied with the performance of the deployed manpower resources or because of indiscipline, it may ask the Service provider in writing, providing the reasons thereof, to withdraw the concerned manpower

resources and provide a replacement.

- (f) The Service provider will replace with a suitable manpower resource following due procedure at no cost to HPCO, 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.
- (g) Any replacement of manpower resource shall be done with prior consultation and approval of the HPCO.
- (h) The Service provider is to ensure that the deployed manpower resources are aware that they are not employed by HPCO. These positions do not confer any right to the manpower resources to claim permanent employment with the Hockey Promotion Council, Odisha. Further, the positions for manpower resources are liable to be terminated with the end of agreement or earlier as decided by Hockey Promotion Council, Odisha.



### 2.3. Manpower:

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

Sl. No.	Division	Position	No. of Positions	Essential Qualification	Desired Qualification	Responsibilities
1.	Coaching	Head Coaching	1	Postgraduate/ Graduate Degree with 8+ years National Level Coaching Experience in Hockey	<ul style="list-style-type: none"> <li>● FIH Level Two Coach Certification or Higher</li> <li>● Experience in any Government/Semi Govt./Autonomous/ PSU / Private Sector in sports domain</li> <li>● Strong Understanding of coaching development/structure in Hockey.</li> <li>● Prior participation at nationals and international level in Hockey would be desirable.</li> </ul>	<ul style="list-style-type: none"> <li>● Supervision and overseeing of all Coaching related matters for the HPCO</li> <li>● Liaising with various stakeholders on need basis</li> <li>● Devising optimal strategy, best practices and streamlining processes for overall development of Hockey in the state.</li> <li>● Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
2.		Manager Coaching	1	Postgraduate/ Graduate Degree from a recognized University with 3+ years of work experience	<ul style="list-style-type: none"> <li>● Experience in any Government/Semi Govt./Autonomous/ PSU / Private Sector in sports domain</li> <li>● Strong Understanding of coaching development/structure in Hockey.</li> <li>● Prior participation at nationals and international level in Hockey would be desirable.</li> </ul>	<ul style="list-style-type: none"> <li>● Overseeing the planning and implementation of the practices and processes as devised by the division head.</li> <li>● Support the division head with research on emerging issues, impact assessments, planning activities, etc.</li> <li>● Liaising with various stakeholders on need basis</li> <li>● Overseeing the execution of the tasks assigned to Young Professionals</li> <li>● Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>

Sl. No.	Division	Position	No. of Positions	Essential Qualification	Desired Qualification	Responsibilities
3.		Young Professional – Coaching	6	Graduate Degree from a recognized university with 1+ years of Work Experience.	<ul style="list-style-type: none"> <li>● Experience in any Government/Semi Govt./Autonomous/ PSU / Private Sector in sports domain</li> <li>● Strong Understanding of coaching development/structure in Hockey.</li> <li>● Prior participation at nationals and international level in Hockey would be desirable.</li> </ul>	<ul style="list-style-type: none"> <li>● Manage day-to-day administrative works.</li> <li>● Oversee the function, management, planning, execution, verification &amp; reporting of operations of the given projects.</li> <li>● Assist in drafting of the paperwork for the assigned projects</li> <li>● Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
4.		Grade I Coaches	15	Graduate Degree in any discipline with NIS Diploma of Coaching in Hockey/Representation at the National Championships	FIH Level 1 Coach Certification or Higher	<ul style="list-style-type: none"> <li>● Coach identified athletes in both a team environment and individual sessions.</li> <li>● Planning and monitoring the development of all trainees to ensure their professional preparation for State/ National competitions</li> <li>● Assist in the selection of Sub Junior/ Junior probables and the selections of for participation in National matches / competitions</li> <li>● Utilize coaches and support staff to assist with the monitoring and skill development of the athletes</li> <li>● Provide leadership and management to ensure that all coaches and support staff are 'high performance' focused and success driven</li> <li>● Drive the provision of support services</li> </ul>

Sl. No.	Division	Position	No. of Positions	Essential Qualification	Desired Qualification	Responsibilities
						<p>to the team, squad and individuals.</p> <ul style="list-style-type: none"> <li>● Provide technical and tactical direction for the Zonal Performance Programmes.</li> <li>● Assist in high performance coach and player development initiatives.</li> <li>● Develop a high performance culture and leadership skills within the playing group and support staff.</li> <li>● Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
5.		Grade II Coaches	30	Graduate Degree in any discipline with NIS Diploma of Coaching in Hockey/Representation at the National Championships	Hockey India Level 2 Coach Certification or Higher	<ul style="list-style-type: none"> <li>● Coach identified athletes in both a team environment and individual sessions.</li> <li>● Planning and monitoring the development of all trainees to ensure their professional preparation for School/ Zonal/ District competitions</li> <li>● Assist in the selection of Sub Junior/ Junior probables and the selections of for participation in School/ Zonal/ District matches / competitions</li> <li>● Utilize coaches and support staff to assist with the monitoring and skill development of the athletes</li> <li>● Provide leadership and management to ensure that all coaches and support staff are 'high performance' focused and success driven</li> <li>● Drive the provision of support services to the team, squad and individuals.</li> <li>● Provide technical and tactical direction</li> </ul>

Sl. No.	Division	Position	No. of Positions	Essential Qualification	Desired Qualification	Responsibilities
						<p>for the Zonal Performance Program.</p> <ul style="list-style-type: none"> <li>Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
6.		Grade III Coaches	40	Graduate Degree in any discipline with NIS Diploma of Coaching in Hockey/Representation at the National Championships	Hockey India Level 1 Coach Certification or Higher	<ul style="list-style-type: none"> <li>Coach identified athletes in both a team environment and individual sessions.</li> <li>Planning and monitoring the development of all trainees to ensure their professional preparation for School/ Zonal/ District competitions</li> <li>Assist in the selection of Sub Junior/ Junior probables and the selections of for participation in School/ Zonal/ District matches / competitions</li> <li>Utilize coaches and support staff to assist with the monitoring and skill development of the athletes</li> <li>Provide leadership and management to ensure that all coaches and support staff are 'high performance' focused and success driven</li> <li>Drive the provision of support services to the team, squad and individuals.</li> <li>Provide technical and tactical direction for the Zonal Performance Programmes.</li> <li>Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
7.	Sport Management & Development	Head – Sport Management & Development	1	Postgraduate/Graduate Degree from a recognized University with 8+	<ul style="list-style-type: none"> <li>Experience in any Government/Semi Govt./Autonomous/ PSU / Private Sector/</li> </ul>	<ul style="list-style-type: none"> <li>Supporting the HPCO with planning, monitoring and coordination with each Sport related functional areas, including but not limited to Development of the</li> </ul>

Sl. No.	Division	Position	No. of Positions	Essential Qualification	Desired Qualification	Responsibilities
				years of Work Experience	<p>Sports Federations in sports domain</p> <ul style="list-style-type: none"> <li>● Strong Understanding of the sport &amp; development in all formats of Hockey.</li> </ul>	<p>sport, Competitions, Safety and Security, Accreditation &amp; Access Control, Ticketing, Housekeeping and Sanitization.</p> <ul style="list-style-type: none"> <li>● Design and administer an overall coaching development program with the objective of covering various regions</li> <li>● Create implementation plan for the coaching according to the requirement of the annual plan</li> <li>● Creation of systematic reporting format for coaches</li> <li>● Preparation of operational and technical development plan for the Grassroots Department including succession plan</li> <li>● Help Grassroots centres, academies, clubs etc. to enhance and streamline Grassroots development program</li> <li>● Ensuring strict budgets are followed.</li> <li>● Tracking all Sport requirements, deliverables and objectives and guiding/supporting functional area managers in the implementation of the same;</li> <li>● Gathering information on existing laws or regulations that may have a direct impact on the delivery of the final tournament;</li> <li>● Preparation of reports, presentations and documents for different stakeholders;</li> <li>● Review and update of all operational</li> </ul>

Sl. No.	Division	Position	No. of Positions	Essential Qualification	Desired Qualification	Responsibilities
						<p>planning and policies against local conditions</p> <ul style="list-style-type: none"> <li>• Support other Departments, if required, in the planning and execution of all other closely linked functional areas – in particular marketing/ticketing, accreditation, transportation/logistics and overlays;</li> <li>• Prepare a final report compiling input from all Sport Functional Areas and ancillary events of the Tournament;</li> <li>• Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
8.		Manager – Sport Management & Development	6	Postgraduate/Graduate Degree from a recognized University with 3+ years of Work Experience	<ul style="list-style-type: none"> <li>• Experience in any Government/Semi Govt./Autonomous/PSU / Private Sector/ Sports Federations in sports domain</li> <li>• Strong Understanding of the sport &amp; development in all formats of Hockey.</li> </ul>	<ul style="list-style-type: none"> <li>• Supporting the Head Sport &amp; Development with planning, monitoring and coordination with each Sport related functional areas, including but not limited to Competitions, Safety and Security, Accreditation &amp; Access Control, Ticketing, Housekeeping and Sanitization.</li> <li>• To make a well-established and extensive planning for housekeeping and general sanitization or the tournament for all the stadiums and training sites.</li> <li>• Ensuring strict budgets are followed.</li> <li>• Tracking all Sport requirements, deliverables and objectives and guiding/supporting functional area managers in the implementation of the same;</li> <li>• Gathering information on existing laws</li> </ul>

Sl. No.	Division	Position	No. of Positions	Essential Qualification	Desired Qualification	Responsibilities
						<p>or regulations that may have a direct impact on the delivery of the final tournament;</p> <ul style="list-style-type: none"> <li>• Preparation of reports, presentations and documents for different stakeholders;</li> <li>• Review and update of all operational planning and policies against local conditions</li> <li>• Support in the preparation of templates/coordination documents for the operations venue teams including match readiness checklists for match day – 2, match day – 1 and game day.</li> <li>• Support other Departments, if required, in the planning and execution of all other closely linked functional areas – in particular marketing/ticketing, accreditation, transportation/logistics and overlays;</li> <li>• Prepare a final report compiling input from all Sport Functional Areas and ancillary events of the Tournament;</li> <li>• Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
9.		Young Professional - Sport Management & Development	12	Postgraduate/Graduate Degree from a recognized University with 1+ years of Work Experience	<ul style="list-style-type: none"> <li>• Experience in any Government/Semi Govt./Autonomous/ PSU / Private Sector/ Sports Federations in sports domain</li> <li>• Strong Understanding of</li> </ul>	<ul style="list-style-type: none"> <li>• Manage day-to-day administrative works.</li> <li>• Oversee the function, management, planning, execution, verification &amp; reporting of operations of the given projects.</li> <li>• Assist in drafting of the paperwork for the assigned projects Any other relevant</li> </ul>

Sl. No.	Division	Position	No. of Positions	Essential Qualification	Desired Qualification	Responsibilities
					the sport & development in all formats of Hockey.	tasks assigned by HPCO and DSYS officials
10	Research & Analysis	Head – Research & Analysis	1	Graduate/Post Graduate degree from a recognized university with 8+ years of relevant work experience with National or International sports teams.	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain	<ul style="list-style-type: none"> <li>Supervision and overseeing of all sports related research and data analytics matters for the HPCO</li> <li>Liaising with various stakeholders on need basis</li> <li>Devising optimal strategy, best practices and streamlining processes for overall development of Hockey in the state.</li> <li>Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
11		Manager – Research & Analysis	1	Post Graduate/Graduate Degree with 3+ years of Work Experience in the relevant field	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain	<ul style="list-style-type: none"> <li>Overseeing the planning and implementation of the practices and processes as devised by the division head</li> <li>Support the division head with research on emerging issues, impact assessments, planning activities, etc.</li> <li>Liaising with various stakeholders on need basis</li> <li>Overseeing the execution of the tasks assigned to Data Analysts</li> <li>Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
12		Data Analyst	4	Graduate degree with 1+ years of work experience in the relevant field	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports	<ul style="list-style-type: none"> <li>Manage day-to-day planning, execution, verification &amp; reporting of tasks assigned by of the Manager Research and Analysis</li> <li>Assist in drafting of the paperwork for</li> </ul>



Sl. No.	Division	Position	No. of Positions	Essential Qualification	Desired Qualification	Responsibilities
					domain	<p>the assigned projects</p> <ul style="list-style-type: none"> <li>Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
13	State Team Development	Head – State Team Development	1	Graduate/Post Graduate degree with 8+ years of International or National Level Coaching Experience in Hockey	FIH Level 2 Coach Certification or higher	<ul style="list-style-type: none"> <li>To maintain, update and coordinate a rolling 3-year Hockey development plan for the State Teams in Senior/ Junior/ Sub Junior category, what delivers key objectives agreed with HPCO</li> <li>Identify talented junior and sub junior athletes that can be escalated / groomed for the national team program</li> <li>Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
14		Head Coach	2	Graduate/Post Graduate Degree with NIS diploma in Coaching in Hockey and National Level Coaching Experience in Hockey and with 5+ years of International or National level Coaching Experience in Hockey	FIH Level 2 Coach Certification or higher	<ul style="list-style-type: none"> <li>Be responsible for the coaching and preparation of the Odisha State Men/ Women Squad, and individual team members</li> <li>Coach State identified athletes in both a team environment and individual sessions. Planning and monitoring</li> <li>Monitor and evaluate athlete performance using relevant data to ensure standards are met and potential is maximised</li> <li>Utilize coaches throughout the system to assist with the monitoring and skill development of athletes in the regions</li> <li>Create, maintain and develop technical content for dissemination to the pathway</li> <li>Provide leadership and management to ensure that all coaches and support staff</li> </ul>

Sl. No.	Division	Position	No. of Positions	Essential Qualification	Desired Qualification	Responsibilities
						<p>are 'high performance' focused and success driven</p> <ul style="list-style-type: none"> <li>● Drive the provision of support services to the team, squad and individuals</li> <li>● Provide technical and tactical direction for the National Junior Programmes</li> <li>● Develop a high performance culture and leadership skills within the playing group and support staff</li> <li>● Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
15		Assistant Coach	4	Graduate/Post Graduate Degree with NIS diploma in Coaching in Hockey and National Level Coaching Experience in Hockey and with 3+ years of International or National level Coaching Experience in Hockey	FIH Level 1 Coach Certification or higher	<ul style="list-style-type: none"> <li>● Assist for the coaching and preparation of the Odisha State Men/ Women Squad, and individual team members</li> <li>● Coach State identified athletes in both a team environment and individual sessions. Planning and monitoring</li> <li>● Assist in Monitoring and evaluate athlete performance using relevant data to ensure standards are met and potential is maximised</li> <li>● Assist in utilising coaches throughout the system to assist with the monitoring and skill development of athletes in the regions</li> <li>● Drive the provision of support services to the team, squad and individuals</li> <li>● Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>

Sl. No.	Division	Position	No. of Positions	Essential Qualification	Desired Qualification	Responsibilities
16		Specialist Coach (Goalkeeping)	1	Graduate/Post Graduate Degree with NIS diploma in Coaching in Hockey and with 3+ years of International or National Level Coaching Experience in Hockey	FIH Level 1 Coach Certification or higher	<ul style="list-style-type: none"> <li>● Be responsible for the coaching and preparation of the Odisha State Men/Women Squad, and individual team members in the specific skill-related aspects as instructed and assigned by the Division Head/Head coach</li> <li>● Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
17		Specialist Coach (Drag Flicking)	1	Graduate/Post Graduate Degree with NIS diploma in Coaching in Hockey and with 3+ years of International or National Level Coaching Experience in Hockey	FIH Level 1 Coach Certification or higher	<ul style="list-style-type: none"> <li>● Be responsible for the coaching and preparation of the Odisha State Men/Women Squad, and individual team members in the specific skill-related aspects as instructed and assigned by the Division Head/Head Coach</li> <li>● Any other relevant tasks assigned by HPCO and DSYS officials</li> <li>●</li> </ul>
18		Sports Scientist	1	Master's Degree in Exercise Physiology with relevant work experience with International/National Level Sports teams	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain	<ul style="list-style-type: none"> <li>● Be responsible for overseeing the sports science-related aspects for the development of the Odisha State Hockey Teams</li> <li>● Implementing best practices, advising relevant stakeholders, and streamlining processes for proper utilization of sports science facilities for the development of the Odisha State Hockey teams</li> <li>● Travel with the teams for tournaments as</li> </ul>

Sl. No.	Division	Position	No. of Positions	Essential Qualification	Desired Qualification	Responsibilities
						and when required <ul style="list-style-type: none"> <li>Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
19		Strength and Conditioning Expert (1 Male & 1Female)	2	Bachelors or Masters in Sports and Exercise Science/ Sports Science/ Sports Coaching with relevant experience of working with National Level Athletes	Diploma in fitness training/ Certificate course in Fitness Training	<ul style="list-style-type: none"> <li>Be responsible for overseeing the strength and conditioning-related aspects for the development of the Odisha State Hockey Teams</li> <li>Implementing best practices, advising relevant stakeholders, and streamlining processes to ensure the Odisha State Hockey teams are the fittest team in the country</li> <li>Travel with the teams for tournaments as and when required</li> <li>Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
20		Sports Physiotherapist (1 Male & 1Female)	2	Bachelors of Sports & Exercise Science/ Bachelor of Science in Sports Science/Bachelors in Sports Coaching & Exercise Science from any recognized Indian or Foreign University	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain working with National Level athletes	<ul style="list-style-type: none"> <li>Be responsible for overseeing the physiotherapy-related aspects for the development of the Odisha State Hockey Teams</li> <li>Implementing best practices, advising relevant stakeholders and streamlining processes to ensure the Odisha State Hockey teams are the fittest team in the country</li> <li>Traveling with the teams for tournaments as and when required</li> <li>Any other relevant tasks assigned by HPCO and DSYS officials</li> <li></li> </ul>

Sl. No.	Division	Position	No. of Positions	Essential Qualification	Desired Qualification	Responsibilities
21		Sports Masseur (1 Male & 1Female)	2	Bachelor's Degree/12 <sup>th</sup> Class with relevant experience	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain working with National Level athletes	<ul style="list-style-type: none"> <li>● Providing Masseur services to the Odisha State Hockey Team members</li> <li>● Traveling with the teams for tournaments as and when required</li> <li>● Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
22		Specialist Coach (Forwards)	1	Graduate/Post Graduate Degree with NIS diploma in Coaching in Hockey and with 3+ years of International or National Level Coaching Experience in Hockey	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain working with National Level athletes	<ul style="list-style-type: none"> <li>● Be responsible for the coaching and preparation of the Odisha State Men/ Women Squad, and individual team members in specific areas as identified and instructed by the Division Head/Head Coach</li> <li>● Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
23		Specialist Coach (Midfielder/ Defender)	1	Graduate/Post Graduate Degree with NIS diploma in Coaching in Hockey and with 3+ years of International or National Level Coaching Experience in Hockey	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain working with National Level athletes	<ul style="list-style-type: none"> <li>● Be responsible for the coaching and preparation of the Odisha State Men/ Women Squad, and individual team members in specific areas as identified and instructed by the Division Head/Head Coach</li> <li>● Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
24		Nutritionist	1	Post Graduate Degree from a recognized International or	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports	<ul style="list-style-type: none"> <li>● Overseeing the nutrition-related aspects for the development of the Odisha State Hockey Teams</li> </ul>

Sl. No.	Division	Position	No. of Positions	Essential Qualification	Desired Qualification	Responsibilities
				Indian University	domain working with Elite athletes	<ul style="list-style-type: none"> <li>● Implementing best practices, advising relevant stakeholders and streamlining processes to ensure proper nutrition for the Odisha State Hockey teams</li> <li>● Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
25		Sports Psychologist	1	Post Graduate Degree from a recognized International or Indian University	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain working with Elite athletes	<ul style="list-style-type: none"> <li>● Overseeing the sports psychology related aspects for the development of the Odisha State Hockey Teams</li> <li>● Implementing best practices, advising relevant stakeholders and streamlining processes to ensure that all the Odisha State Hockey teams prepared psychologically for excelling in life and sports</li> <li>● Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
26		Video and Data Analyst	2	Graduate degree with 1+ years of work experience in the relevant field	<ul style="list-style-type: none"> <li>● Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain</li> <li>● Experience in managing performance analysis softwares, GPS systems etc.</li> </ul>	<ul style="list-style-type: none"> <li>● Manage day-to-day planning, execution, verification &amp; reporting of tasks assigned by the Division Head/Head Coach/Assistant Coaches</li> <li>● Any other relevant tasks assigned by the above manpower resource</li> <li>● Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
27	Infrastructure, IT, and Communications	Head–Infrastructure	1	Graduate / Post Graduate Degree in Civil Engineering/MBA with Civil	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in leadership positions in the	<ul style="list-style-type: none"> <li>● Supervision and overseeing of all sports related infrastructure matters for the HPCO</li> <li>● Liaising with various stakeholders on need basis</li> </ul>

Sl. No.	Division	Position	No. of Positions	Essential Qualification	Desired Qualification	Responsibilities
				Engineering background with 8+ years of work experience in relevant field	sports domain	<ul style="list-style-type: none"> <li>Devising optimal strategy, best practices and streamlining processes for overall development, operation and maintenance of Infrastructure related to Hockey in the state.</li> <li>Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
28		Head – Communications & Technology	1	Post Graduate Degree/MBA with 8+ years of work experience in relevant field	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in leadership positions in the sports domain	<ul style="list-style-type: none"> <li>Supervision and overseeing of all sports related Technology / IT &amp; Communications matters for the HPCO</li> <li>Liaising with various stakeholders on need basis</li> <li>Devising optimal strategy, best practices and streamlining processes for overall development and upkeep of communications and IT infrastructure related to Hockey in the state.</li> <li>Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
29		Manager – Infrastructure	1	Postgraduate/Graduate Degree in Civil Engineering or equivalent with 3+ years of Work Experience in the relevant field	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain	<ul style="list-style-type: none"> <li>Overseeing the planning and implementation of the practices and processes as devised by the division head</li> <li>Support the division head with research on emerging issues, impact assessments, planning infrastructure projects, etc.</li> <li>Liaising with various stakeholders on need basis</li> <li>Overseeing the execution of the tasks</li> </ul>

Sl. No.	Division	Position	No. of Positions	Essential Qualification	Desired Qualification	Responsibilities
						assigned to Young Professional <ul style="list-style-type: none"> <li>Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
30		Manager – Communications and Technology	1	Postgraduate/Graduate Degree with 3+ years of Work Experience in the relevant field	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain	<ul style="list-style-type: none"> <li>Overseeing the planning and implementation of the practices and processes as devised by the division head</li> <li>Support the division head with research on emerging issues, impact assessments, planning projects, etc.</li> <li>Liaising with various stakeholders on need basis</li> <li>Overseeing the execution of the tasks assigned to Young Professional</li> <li>Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
31		Young Professional – Infrastructure	2	Bachelor's degree in Civil Engineering or equivalent with 1+ years of work experience in the relevant field	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain	<ul style="list-style-type: none"> <li>Manage day-to-day administrative works.</li> <li>Oversee the function, management, planning, execution, verification &amp; reporting of operations of the given projects.</li> <li>Assist in drafting of the paperwork for the assigned projects</li> <li>Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
32		Young Professional – Communications and IT	2	Bachelor's degree in Communications/ IT or equivalent with 1+ years of	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain	<ul style="list-style-type: none"> <li>Manage day-to-day administrative works.</li> <li>Oversee the function, management, planning, execution, verification &amp; reporting of operations of the given projects.</li> </ul>



Sl. No.	Division	Position	No. of Positions	Essential Qualification	Desired Qualification	Responsibilities
				work experience in the relevant field		<ul style="list-style-type: none"> <li>Assist in drafting of the paperwork for the assigned projects</li> <li>Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
33	HR and Finance	Head– HR and Finance	1	CA/Post Graduate Degree/MBA specializing in HR/Finance with 8+ years of work experience in relevant field	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in leadership positions in the sports domain	<ul style="list-style-type: none"> <li>Supervision and overseeing of all finance/HR related matters for the HPCO and the manpower hired through the RFP</li> <li>Liaising with various stakeholders on need basis</li> <li>Devising optimal strategy, best practices and streamlining processes for HR/Finance related matters of HPCO</li> <li>Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
34		Manager – HR and Finance	1	Postgraduate/Graduate Degree in HR/Finance with 3+ years of Work Experience in the relevant field	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports domain	<ul style="list-style-type: none"> <li>Overseeing the planning and implementation of the practices and processes as devised by the division head</li> <li>Support the division head with research on emerging issues, impact assessments, planning projects, etc.</li> <li>Liaising with various stakeholders on need basis</li> <li>Overseeing the execution of the tasks assigned to Young Professional</li> <li>Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
35		Young Professional – HR and	2	Graduate degree in HR/Finance or equivalent with 1+ years of work	Experience in any Government/ Semi Govt./Autonomous/ PSU / Private Sector in sports	<ul style="list-style-type: none"> <li>Manage day-to-day administrative works relating to HR/Finance of HPCO and the manpower hired through the RFP</li> <li>Oversee the function, management,</li> </ul>

Sl. No.	Division	Position	No. of Positions	Essential Qualification	Desired Qualification	Responsibilities
		Finance		experience in the relevant field	domain	planning, execution, verification & reporting of operations of the given tasks <ul style="list-style-type: none"> <li>● Preparing the relevant paperwork for assigned projects</li> <li>● Any other relevant tasks assigned by HPCO and DSYS officials</li> </ul>
	Total		152			

**Note:**

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

### 2.3.2 General conditions

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

resources to obviate their collusion/ association / intimacy with HPCO staff /DSYS Staff /dealers /transporters /Suppliers or their agents and brokers.

- xii. The Service provider shall take care of the accommodation and local travel of manpower resources that would be deployed across various location at its own cost and expense.

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

- 2.5.1 The successful Service provider shall deploy the manpower resources within 45 days of receiving the work order from Hockey Promotion Council, Odisha.
- 2.5.2 In case of any loss that might be caused to Hockey Promotion Council, Odisha due to lapse on the part of the manpower resources discharging responsibilities, such loss will be borne by the Service provider and in this connection, Hockey Promotion Council, 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 Hockey Promotion Council, Odisha besides imposition of penalty. In case of frequent lapses on the part of the manpower resources deployed by the Service provider, Hockey Promotion Council, Odisha shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- 2.5.3 The deployed manpower resources can avail Leave as under:
  - i) Casual/ Sick Leave: 12 days per year
- 2.5.4 If the manpower resources deployed by the Service provider any time are found absent from duty or found engaged in irregular activities, Hockey Promotion Council, 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.
- 2.5.5 The Service provider shall arrange to maintain the daily attendance record of the manpower resources deployed by it showing their arrival and departure time. The Service provider shall submit to Hockey Promotion Council, 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 Hockey Promotion Council, Odisha.
- 2.5.6 In case of non-compliance/ non-performance of the services according to the terms of the contract, Hockey Promotion Council, Odisha shall be at liberty to make suitable deductions from the invoice without prejudice to its right under other provisions of the contract.
- 2.5.7 Service provider shall be solely liable for all payment/dues of the manpower resources deployed by it.
- 2.5.8 The decision of Hockey Promotion Council, Odisha regarding interpretation of the Special Conditions of Contract and the Agreement shall be final and binding on the Service provider.
- 2.5.9 Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 2.5.10 The Service provider will keep Hockey Promotion Council, Odisha indemnified against any claims/disputes arising between the Service provider and its manpower resources deployed at various locations.
- 2.5.11 The Service provider and the Service providers' manpower resources shall not be permitted to involve

themselves in any type of strike, rally, bandh or dharana or protest held during the contract period and in the event of any such involvement of the Service provider and their staff in such activities, action will be taken against the Service provider like removal of the Service provider from the list/such staff will not be taken further on duty/contract will be terminated and consequential forfeiture of performance security already deposited against the contract.

### **3 Contract period**

- 3.1 The selected agency shall carry out the Scope of Work as per General Conditions of Contract and Special Conditions of Contract for a total period of 5 (five) years (“Contract Period”), on year-to-year basis at the sole discretion of Hockey Promotion Council, Odisha, subject to annual assessment of the performance. This may be extended by another 5 (five) years on the same terms as above.
- 3.2 The Contract Period shall commence from the date of signing of the Agreement.
- 3.3 Hockey Promotion Council, 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, Hockey Promotion Council, 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 Hockey Promotion Council, Odisha, the Agreement may be terminated prematurely at the end of the Contractual Year for which performance of the Service provider is reviewed.
- 3.4 The decision to revise the service cost of the manpower resources in subsequent years shall be at the sole discretion of Hockey Promotion Council, Odisha.
- 3.5 The Contract value may change annually based on the requirement of manpower resources, as given by Hockey Promotion Council, Odisha. The Service provider has to resubmit the Performance Security (as 3% of the Contract value for the year) in the form of bank guarantee to Hockey Promotion Council, 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 Hockey Promotion Council, 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, Hockey Promotion Council, 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 Hockey Promotion Council, Odisha.

### **4 Statutory and Legal requirements**

#### **4.1 Manpower Deployment:**

- 4.1.1 In respect of all manpower resources deployed by the Service provider for the delivery of services to Hockey Promotion Council, 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, Hockey Promotion Council, 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, Hockey Promotion Council, 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** Hockey Promotion Council, Odisha will not be held responsible in any manner whatsoever, in respect of the manpower resources engaged by the Service provider for the delivery of this engagement.
- 4.2.4** All the statutory liabilities and obligations should be taken into account while quoting of rate by the Service provider and payment to its manpower resources to be made accordingly.
- 4.2.5** There will be no relationship of Employer – Employee between Hockey Promotion Council, Odisha and man-power engaged by the Service provider under the contract. It shall be the responsibility of Service provider to regulate the terms of engagement of the manpower without any liability whatsoever to Hockey Promotion Council, Odisha.
- 4.2.6** The Service provider shall make his own standing orders for the manpower resources engaged by him & get the same approved through concerned authorities of Hockey Promotion Council, Odisha.

## 5 Payment terms:

- 5.1. The Service provider shall maintain proper records of the attendance of manpower resources
- 5.2. The Service provider shall be paid for each category of Manpower at the following rates plus quoted Service Charge based on actual deployment.
- 5.3. The consolidated monthly service for each of the manpower resource is provided in the table below. For all the manpower resources, the following would apply:
- The monthly service cost have been benchmarked, to the extent possible, against SAI norms. In case there is an interim change on the base SAI Rates for the positions listed below during the tenure of the agreement, the same shall be made applicable to the rates mentioned below.
  - The monthly service cost will be all-inclusive. No other allowance for accommodation, travel etc. is admissible.
  - Annual revision in the service cost will be decided by HPCO

Sl. No.	Manpower resource	Monthly Service Cost
1.	Head -Coaching	

2.	Head - Sport Management & Development	Range - Rs. 1,45,000 to 2,65,000 per month, consolidated
3.	Head - Research & Analysis	
4.	Head - State Team Development	
5.	Head – Infrastructure	
6.	Head - Communications and Technology	
7.	Head - HR & Finance	
8.	Head Coach	Range - Rs. 1,45,000 to 2,25,000 per month, consolidated
9.	Assistant Coach	Range - Rs. 41,420 – 1,12,000 per month, consolidated
10.	Specialist Coach (Goal keeping)	Range - Rs. 41,420 - 1,12,400 per month, consolidated
11.	Specialist Coach (Drag Flicking)	Range - Rs. 41,420 - 1,12,400 per month, consolidated
12.	Specialist Coach (Forwards)	Range - Rs. 41,420 - 1,12,400 per month, consolidated
13.	Specialist Coach (Mid-filed/Defense)	Range - Rs. 41,420 - 1,12,400 per month, consolidated
14.	Sports Scientist	Range - Rs. 80,000 to 1,45,000 per month, consolidated
15.	Strength and Conditioning Expert (Male/Female)	Range - Rs. 40,000 to 80,000 per month, consolidated
16.	Sports Physiotherapist (Male/Female)	Range - Rs. 40,000 to 80,000 per month, consolidated
17.	Sports Masseur (Male/Female)	Rs. 35,000, consolidated
18.	Video and Data Analyst	Rs. 35,000, consolidated
19.	Nutritionist	Range - Rs. 75,000 to 1,00,000 per month, consolidated
20.	Sports Psychologist	Range - Rs. 75,000 to 1,00,000 per month, consolidated
21.	Grade I Coaches	Range - Rs. 41,420 - 1,12,400 per month, consolidated
22.	Grade II Coaches	Rs. 35,000 consolidated
23.	Grade III Coaches	Rs. 25,000 consolidated
24.	Manager – Coaching	Range - Rs.80,000 to 1,45,000 per month, consolidated
25.	Manager –	

	Sport Management & Development	Range - Rs.40,000 to 60,000 per month, consolidated
26.	Manager - Research and Analysis	
27.	Manager – Infrastructure	
28.	Manager - Communication & Technology	
29.	Manager - HR & Finance	
30.	Young Professional – Coaching	
31.	Young Professional - Sport Management & Development	
32.	Young Professional – Infrastructure	
33.	Young Professional - Communication & IT	
34.	Young Professional - HR & Finance	

**Note:**

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



- 5.4. The Service provider shall submit a detailed check list and certificate along with each invoice to the effect that payments have been made to the manpower resources as per the approved service cost and acquaintance roll and all laws /obligations have been complied. In order to confirm the correctness of payment, the Service provider has to submit adequate documentary proof of payment of service cost through Bank, any other payments (wherever applicable) and GST of preceding month to the concerned authority along with invoices.
- 5.5. 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 Hockey Promotion Council, Odisha on a monthly basis, along with the below mentioned documents:
  - a. attendance record of the manpower resources for the relevant month.
  - b. the service cost sheet of the manpower resources for the relevant month
  - c. Bank statement for crediting the service cost amount to the individual bank account of the manpower resources.
  - d. ESI Deposit (if applicable) of the month preceding the relevant month
  - e. GST deposit challan of the month preceding the relevant month
  - f. Any other documents required by the statutory authorities
  - g. and any other statutory deductions if so will be submitted for the preceding month with the invoice.

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

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

- 5.8. 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 favour of the Service provider mentioning Hockey Promotion Council, 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 manpower resources deployed by the Service provider

7.1.1. In case of any loss that might be caused to Hockey Promotion Council, Odisha due to lapse on the part of the manpower resources discharging their responsibilities, such loss will be borne by the Service provider and in this connection, Hockey Promotion Council, 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 Hockey Promotion Council, Odisha besides imposition of penalty. In case of frequent lapses on the part of the manpower resources deployed by the Service provider, Hockey Promotion Council, Odisha shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.

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

7.2.1. In case of any loss/theft, the concerned officer from Hockey Promotion Council, Odisha will consider the circumstances leading to the loss/theft and submit a report to Hockey Promotion Council, 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 Hockey Promotion Council, Odisha or else deduction of the cost shall be made from the following month's invoice.

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

7.3.1. For any breach of contract, Hockey Promotion Council, Odisha, shall be entitled to impose a penalty to the extent of 1% of the total total contract value on the first instance upon the Service provider in the event of breach, violation or contravention of any of the terms and conditions contained herein.

7.3.2. If the lapse is repeated, the extent of penalty will be doubled on each such occasion, limited to 10% of the total contract value. However, the Service provider can appeal for waiver of penalty to CEO, Hockey Promotion Council, Odisha who is the final authority for taking decision in this respect. The decision of Hockey Promotion Council, Odisha in this regard shall be final and binding upon the Service provider. Some of the instances, in which penalty shall be imposed, are enumerated below. The list is illustrative and non-exhaustive.

- a. If the selected Service provider is not able to provide the required number and quality of manpower resources, a penalty for shortage of attendance will be imposed. The shortage, and the resultant penalty will be considered against the required number and quality of

manpower resources as per the requisition given by the HPCO to the Service Provider, as per Clause 2.3.2 (vii)

- b. If the behavior of the manpower resources is found to be discourteous/disrespectful.
- c. If any manpower resource found not performing duty, submitting a fake name and address.
- d. If the manpower resources are found indulging in unlawful activities.

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

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

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

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

- 7.4.1. In the event that required manpower (or part thereof) is not deployed within the timeframe as intimated, Hockey Promotion Council, Odisha, at its discretion can terminate the contract, alongside forfeiture of the Service provider's Performance Security.
- 7.4.2. Liquidated damages/Penalty shall be levied with applicable GST. Invoice for such damages/penalty recovered shall be issued by Hockey Promotion Council, 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 Hockey Promotion Council, Odisha subject to submission of documentary evidence to the satisfaction of Hockey Promotion Council, 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 Hockey Promotion Council, 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 Hockey Promotion Council, Odisha and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time, so as to make Hockey Promotion Council, 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 Hockey Promotion Council, Odisha/denied by HPCO 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 Hockey Promotion Council, 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 Hockey Promotion Council, Odisha.

## 8.2. **Direct Taxes**

TDS as applicable shall be deducted under Income Tax Act,1961 and certificate of deduction shall be provided by Hockey Promotion Council, 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 Hockey Promotion Council, Odisha and the Service provider

Ref: [•]

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

### BETWEEN

Hockey Promotion Council, Odisha, having its office at Kalinga Stadium, Nayapalli, Bhubaneswar-751012 (hereinafter referred to as “HPCO”, 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 HPCO through their bid(s), against RFP No. **SYS-HPCO-MISC-0005-2022-13660** dated August 20, 2022, (hereinafter called the “Tender”) for providing Professional Manpower and Coaching Services for Hockey Promotion Council, Odisha;
- ii) on the basis of the said Tender, Hockey Promotion Council, 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 [•] 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 Hockey Promotion Council, 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) Hockey Promotion Council, Odisha shall make payments to the Service provider in accordance with the provisions of this contract.

1. Conditions of Contract

- (a) Contract Period: <include relevant clauses from SCC>
- (b) Payment Terms: <include details related to the final quoted prices>
- (c) The Agreement shall be governed by the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to, and/ or in connection with this Agreement
- (d) This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement
- (e) All the terms and conditions as per the RFP No. **SYS-HPCO-MISC-0005-2022-13660** dated August 20, 2022 (including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement

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

For and on behalf of Hockey Promotion Council, Odisha	For and on behalf of M/s.
(Authorized Representative)	(Authorized Signatory)
Name:	Name:
Designation:	Designation:
Hockey Promotion Council, Odisha	Name of the Service provider:
Kalinga Stadium, Nayapalli, Bhubaneswar-751012	Address:
In presence of the following witnesses	
Name:	Name:
Designation:	Designation:
Hockey Promotion Council, Odisha	Name of the Service provider:
Kalinga Stadium, Nayapalli, Bhubaneswar-751012	Address:

**Annexure 3: Format for Turnover Certificate****Overall Turnover of the Firm**

S. No.	Financial Year	Overall Turnover (₹ in crore)
1.		
2.		
3.		

**Certificate from the Statutory Auditor<sup>s</sup>**

This is to certify that \_\_\_\_\_ (name of the Applicant) has received the payments shown above against the respective years.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

<sup>ss</sup>In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.



**Annexure 4: Format for Power of Attorney****(to be executed on INR 100 non judicial stamp paper and to be duly notarized)**

Known all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), ..... son/daughter/wife of and presently residing at , who is presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender against the RFP no. **SYS-HPCO-MISC-0005-2022-13660** dated August 20, 2022, published by the Hockey Promotion Council, Odisha for providing Professional Manpower and Coaching Services for Hockey Promotion Council, Odisha, including but not limited to signing and submission of all applications, bids and other documents and writings,

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

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED

THIS POWER OF ATTORNEY ON THIS ..... DAY OF 20[•].

For

Witnesses

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

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

**Annexure 5: Financial Bid Format**

#	Description	% in word	% in figures
1	<b>Service Charge as % of the deployed Total Technical Manpower Cost (Sl. No. 6 of Special Conditions of Contract)</b>	To be quoted	To be quoted

Note:

- I) In case of disagreement between price in figure and word, price in words will prevail over price in figure.
- II) Service Charge quoted by the Bidder shall cover profit, insurance, medical expenses, admin expenses, contingency, interest cost (if any), and any other cost as envisaged by the Bidder. The Service Charge shall be exclusive of GST but inclusive of all other taxes.

**Annexure 6: Declaration by the Bidder****(to be executed on INR 100 non judicial stamp paper and to be duly notarized)**

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

Sub: Tender No. **SYS-HPCO-MISC-0005-2022-13660** dated **20 August 2022**

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

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

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

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

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

/Place:

**Annexure 7: Check-list for the Technical Bid  
(to be enclosed with the Technical Bid)**

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

Sl. No.	Qualification Requirement	Complied	Documents
1	Turnover Certificate as per Annexure 3		
2	Power of Attorney - Annexure 4		
3	Proof of payment of Bid Processing Fee		
4	Declaration by the Bidder - Annexure 6		
5	Signed copy of check list with seal - Annexure 7		
6	Bank mandate form on letterhead of bidder – Annexure 8		
7	Documents Supporting Eligibility Criteria as per Clause 7		
8	Documents towards fulfillment of Technical Evaluation Criteria as per Clause 9		
9	Integrity Pact – Annexure 10		
10	Tender Submission Letter – Annexure 11		
11	Bid Security Declaration – Annexure 12		

Date

Signature of the Authorized  
Signatory of the Bidder with Seal

**Annexure 8: Mandate Form - on the letterhead of the Bidder**

To

Hockey Promotion Council, Odisha,  
Kalinga Stadium, Nayapalli, Bhubaneswar

Odisha - 751012

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

Dear Sir,

We are hereby giving our consent to get all our payments due from Hockey Promotion Council, Odisha through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

**(Please furnish the information in capital letter)**

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

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

3. Bank Particulars

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

\* In case of Bidders having Bank account in Andhra Bank

4. Effective Date

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

Date

Signature of the Authorized Signatory of the Bidder with Seal

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

Date:

Signature of the Bank with seal

**Annexure 9: Format for Performance Security***(To be executed on INR 100/- non-judicial stamp paper)*

B.G. No.

Dated:

WHEREAS:

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

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



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

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

(Signature of the Authorized Signatory) (Official Seal)

NOTE:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.

- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

For \_\_\_\_\_ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power of Attorney No.....

Date.....

Seal of the Bank.....

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

Signature.....

Full Name.....

(2)

Signature.....

Full Name.....

**Annexure 10: Integrity Pact**

Integrity Pact

Between

Hockey Promotion Council, Odisha (HPCO) hereinafter referred to as "**The Principal**",

and

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

**Contractor" Preamble**

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

**Section 1 - Commitments of the Principal**

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

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

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

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

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

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

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

### **Section 4 - Compensation for Damages**

- 1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award

according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

- 2 If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Security.

#### **Section 5 - Previous transgression**

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

#### **Section 6 - Equal treatment of all Bidders/ Contractors**

- 1 The Principal will enter into agreements with identical conditions as this one with all Bidders.
- 2 The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder/ Contractor or of an employee or a representative or an associate of a Bidder/ Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to HPCO

#### **Section 8 - Pact Duration**

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

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

**Section 9 - Other provisions**

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

\_\_\_\_\_

\_\_\_\_\_

(For & On behalf of the Principal)

(For & On behalf of the Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness 2:

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Annexure 11: Tender Submission Letter

To

CEO  
Hockey Promotion Council, Odisha (HPCO),  
Kalinga Stadium, Nayapalli,  
Bhubaneswar – 751012

Sub: 'RFP for providing Professional Manpower and Coaching Services for Hockey Promotion Council, Odisha'

Ref: RFP No. **SYS-HPCO-MISC-0005-2022-13660** dated August 20, 2022

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

I/We, hereby declare that:

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

We understand that Hockey Promotion Council, Odisha is not bound to accept any tender that Hockey Promotion Council, Odisha receives.

Yours faithfully,

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

*Note: On the Letterhead of the Bidder.*

**Annexure 12: Format for Bid Security Declaration**

&lt;Letter head of the Bidder&gt;

&lt;Letter No. \_\_\_\_\_ Date: \_\_\_\_\_&gt;

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

To

CEO, Hockey Promotion Council, Kalinga Stadium,  
Nayapalli, Bhubaneswar, Odisha – 751012

We, the undersigned, declare that:

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

Name of the Bidder.....

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

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

Signature of the person named above .....

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

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



**Annexure 13: Format for Pre-Proposal Queries**

To,  
CEO  
Hockey Promotion Council, Odisha,  
Govt. of Odisha,  
Kalinga Stadium Nayapalli,  
Bhubaneswar 751012.

Sub: RFP for providing Professional Manpower and Coaching Services for Hockey Promotion Council, Odisha

Ref: RFP No. **SYS-HPCO-MISC-0005-2022-13660** dated **August 20, 2022**

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*