



Government of Odisha  
Sports & Youth Services Department  
C-1, Nayapalli, Bhubaneswar - 751 012  
Email: [info.dsys.odisha@gmail.com](mailto:info.dsys.odisha@gmail.com)

No- SYS-CSS-CSSP-0010-2019 6770 / Bhubaneswar Dated the 2/8/2019

**REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANTS TO SET UP A PROJECT MANAGEMENT UNIT (PMU) FOR IMPLEMENTATION OF THE KHELO INDIA SCHEME IN ODISHA**

Sealed proposals are invited by Sports & Youth Services Department, Government of Odisha, C-1, Nayapalli, Bhubaneswar – 751012 from interested agencies to set-up a Project Management Unit for implementation of the Khelo India Scheme in Odisha through an open RFP. The detailed information may be downloaded from the Sports & Youth Services Department website (<https://department.sportsodisha.gov.in/tender.php>) along with terms & conditions of the Proposal.

The Proposal should be submitted in the prescribed format along with all relevant documents duly signed and sealed. The Proposal should reach the Sports & Youth Services Department on or before 23<sup>rd</sup> August 2019 by 2:00 PM either by Courier/ Speed post/ Registered Post only. Proposal(s) received after due date & time shall not be accepted. The Department shall not be responsible for delay in postal delivery or similar reasons.

Sports & Youth Services Department reserves the right to accept or reject any or all Proposals without assigning any reason thereof. For any specific queries, kindly contact DSYS through email.

  
Director-cum-Addl. Secretary  
Sports & Youth Services Department



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Sd/-  
Director-cum-Addl. Secretary  
Sports & Youth Services Department

**REQUEST FOR PROPOSAL (RFP)**

**for**

**SELECTION OF CONSULTANTS TO SET UP PROJECT  
MANAGEMENT UNIT (PMU) FOR IMPLEMENTATION OF THE  
KHELO INDIA SCHEME IN ODISHA**

**Sports and Youth Services Department  
Government of Odisha**



## DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of Sports and Youth Services Department, Government of Odisha or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by Sports and Youth Services Department, Government of Odisha to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Sports and Youth Services Department, Government of Odisha in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Sports and Youth Services Department, Government of Odisha accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Sports and Youth Services Department, Government of Odisha, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

Sports and Youth Services Department, Government of Odisha also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

Sports and Youth Services Department, Government of Odisha, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

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The issue of this RFP does not imply that Sports and Youth Services Department, Government of Odisha, is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the assignment and Sports and Youth Services Department, Government of Odisha, reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Sports and Youth Services Department, Government of Odisha, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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1. DATA SHEET

Activity	Description
Assignment Name	Selection of Consultants to set Up Project Management Unit (PMU) for implementation of the Khelo India Scheme in Odisha
Name of the Client	Sports and Youth Services Department, Government of Odisha
Contact details	e-mail: <a href="mailto:info.dsys.odisha@gmail.com">info.dsys.odisha@gmail.com</a>  Address: Department of Sports & YS, C-1, Nayapalli, Bhubaneswar-751012
Selection Method	Quality and Cost Based Selection (QCBS) – 80:20
Preparation of Proposal	
Language	Proposals shall be submitted in English language. All correspondence exchange for the assignment shall be in English language.
Technical Proposal	<p><b>The Proposal shall comprise the following:</b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>I. SCHEDULE – A: Technical Proposal Submission Form</li> <li>II. SCHEDULE – B: Letter of Proposal/Declaration</li> <li>III. SCHEDULE – C: Power of attorney for signing of Proposal</li> <li>IV. SCHEDULE – D: Details of Bidder</li> <li>V. SCHEDULE – E: Description of Experience of Bidder</li> <li>VI. SCHEDULE –F: Description of Approach, Methodology and Work Plan for undertaking the assignment</li> <li>VII. SCHEDULE –G: Team Composition and Task Assignments</li> <li>VIII. SCHEDULE – H: Curriculum Vitae (CV) For Proposed Professional Staff</li> <li>IX. SCHEDULE – I: Income Tax, PAN and Service Tax Registration Documents</li> <li>X. SCHEDULE – J: Annual Turn Over In Last Three Financial Years from Consulting Services with supporting documentation</li> <li>XI. Response to the Eligibility requirements</li> </ol>
Financial Proposal	<p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal:</b></p> <ol style="list-style-type: none"> <li>I. Schedule – K</li> </ol>
Bid Processing Fee	Rs. 10,000/- (Rupees Ten Thousand) (including GST) in the form of demand draft drawn in favour of 'Deputy Secretary to Government, Sports & Youth Services Department, Government of Odisha', payable at Bhubaneswar.

	The Bid Processing Fee shall be submitted along with the 1 <sup>st</sup> Inner Envelope of the Technical Proposal
Earnest Money Deposit (EMD)	EMD of Rs. 1,00,000/- (Rupees One Lakh) in the form of demand draft drawn in favour of 'Deputy Secretary to Government, Sports & Youth Services Department, Government of Odisha', payable at Bhubaneswar.  The EMD shall be submitted along with the 1 <sup>st</sup> Inner Envelope of the Technical Proposal
Validity of the proposal	180 days
Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible	No
Clarification	Clarifications may be requested no later than 2 days prior to the date of the pre-bid meeting in writing by e-mail only.  The email id for requesting clarifications is: <a href="mailto:info.dsys.odisha@gmail.com">info.dsys.odisha@gmail.com</a>
Eligibility Criteria	<ol style="list-style-type: none"> <li>1. The Bidder should be a Company / Firm / LLP registered in India with a track record of providing sports management services for at least 5 years as on December 31, 2018.</li> <li>2. In the last 7 years, the Bidder should have: <ul style="list-style-type: none"> <li>• The agency should have undertaken and completed minimum 3 (three) Sports Projects in India/Globally (at least 2 out of the 3 projects should be with Central/State Government agencies in India)</li> <li>• Have a minimum strength of 50 staff.</li> </ul> </li> <li>3. The Bidder should have an average turnover of minimum Rs. 10 Crore from sports management services over the last 3 years: FY - 2016-17, FY - 2017-18, FY - 2018-19 (unaudited certificate signed by CA). Audited balance sheets should be submitted in proof of the same. Documents signed by statutory auditor. 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 Applicant</li> </ol>



<b>Submission, Opening and Evaluation</b>	
<b>Submission</b>	<b>The Firm must submit:</b> (a) <b>Technical Proposal:</b> one (1) original and (1) copy
	(b) <b>Financial Proposal:</b> one (1) original The Firms <b>shall not have the option</b> of submitting their Proposals electronically.
Date of RFP publication	03/08/2019
Last date for Submission of Queries	11 AM on 16/08/2019
Pre- bid meeting	2 PM on 17/08/2019 at Department of Sports & YS, Government of Odisha, C-1, Nayapalli, Bhubaneswar – 751012
Proposal submission date	2 PM on 23/08/2019
Technical Proposal opening	4 PM on 23/08/2019 at Department of Sports & YS, Government of Odisha, C-1, Nayapalli, Bhubaneswar – 751012
Date of Technical Presentations by eligible bidders	The date of Technical Presentations by eligible bidders shall be informed later to the qualified firms
Financial Proposal Opening	The date of Financial Proposal opening shall be informed later to the qualified firms
Time period for the Assignment	1 year from the date of issue of work order, with a provision of extension for a further 2 years subject to performance
Evaluation Criteria	QCBS (Quality cum Cost Based Selection) – 80:20

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## 2. Section- I: GENERAL INFORMATION

### Introduction

Odisha is fast emerging as one of the important hubs for sports in the country with world-class sporting events being organized in the State. The successful hosting of the 22nd Asian Athletics Championships and Odisha Men's Hockey World Cup Bhubaneswar 2018 has signaled Odisha's emergence as a strong force in the 'Global Sports Arena'. The Government of Odisha has been actively promoting sports in the state and has been creating necessary infrastructure and other facilities that are pre-requisite for organizing high standard sporting events, nurturing sports persons as well as for the overall development of sports in the state.

The Sports and Youth Services Department has decided to establish a Project Management Unit (PMU) comprising a team of experienced and qualified expert professionals at Bhubaneswar with an objective to render assistance to successfully implement the Khelo India Scheme in Odisha.

### Objective of the Assignment

The key objectives of the assignment will include:

1. The state intends to utilize benefits under the Khelo India Scheme for development of sports in the state of Odisha.
2. The main objective of the Project Management Unit (PMU) is to support the DSYS in the successful implementation of the Khelo India Scheme for the state of Odisha.

The detailed scope of work is provided in subsequent sections of the RFP.

### Selection Procedure

An agency will be selected under Quality and Cost Based Selection (QCBS) system and procedures described in this RFP.

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### 3. Section II: Information to the Firms

1. Firms are invited to submit a Technical Proposal and Financial Proposal, as specified in the Data Sheet for services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
2. Firms must familiarize themselves with the local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, firms are encouraged to visit the Client before submitting a proposal and to attend a pre-bid meeting if one is specified in the Data Sheet. Attending the pre-bid meeting is optional.
3. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including visit(s) to the Client, are not reimbursable; and (ii) the Client is not bound to accept any of the proposals submitted.
4. Sports and Youth Services Department, Government of Odisha requires that firms provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Firms shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
5. Without limitation on the generality of this rule, firms shall not be hired under the circumstances set forth below:
  - (a) Firms or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Firms.
6. To observe the highest standard of ethics during the selection and execution of the assignment, the terms set forth below shall be followed:
  - (a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - (b) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower, and includes collusive practices among firms (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.
  - (c) The Department will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question
7. **Clarifications and amendments of RFP Documents**
  - (a) Prospective bidders, requiring clarification on the RFP shall notify Sports and Youth Services Department, Government of Odisha by e-mail at the mailing address indicated in

the Data Sheet on or before the last date for submission of queries, as indicated in the Data Sheet. Queries received after this date will not be entertained.

(b) Sports and Youth Services Department, Government of Ddisha shall respond in writing or by e-mail to the requests for clarification, on or before the date mentioned in the Data Sheet.

(c) **Amendment in RFP**

At any time, prior to the date of submission of Proposals, Sports and Youth Services Department, Government of Ddisha may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP. The amended RFP and/or the corrigendum shall be notified by Sports and Youth Services Department, Government of Ddisha on the following website – (<https://department.sportsodisha.gov.in/>). These amendments will be binding on the bidders. In order to afford prospective bidders reasonable time to take these amendments into account in preparing their Proposals, Sports and Youth Services Department, Government of Ddisha may, at its discretion, extend the deadline for the submission of Proposals.

**8. Technical Proposal**

(a) In preparing the Technical Proposal, firms are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

(b) While preparing the Technical Proposal, firms must give particular attention to the following:

- i. Consortium of a maximum of two members is allowed. However, outsourcing/subletting of entire project will lead to cancellation of the contract. Services of individual experts can be hired as and when required.
- ii. Firm should give an undertaking that in case any resources proposed by the firm leaves mid-way of the project then same will be replaced by an equivalent or a better resource.
- iii. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those expected in the proposed assignment.
- iv. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- v. Reports to be issued by the firms as part of this assignment must be in the language(s) specified in the Data Sheet.

(c) The Technical Proposal shall provide the following information using the attached Standard Forms

- i. SCHEDULE – A: Technical Proposal Submission Form
- ii. SCHEDULE – B: Letter of Proposal/Declaration
- iii. SCHEDULE – C: Power of attorney for signing of Proposal

- iv. SCHEDULE – D: Details of Bidder
- v. SCHEDULE – E: Description of Experience of Bidder
- vi. SCHEDULE – F: Description of Approach, Methodology and Work Plan for undertaking the assignment
- vii. SCHEDULE – G: Team Composition and Task Assignments
- viii. SCHEDULE – H: Curriculum Vitae (CV) For Proposed Professional Staff
- ix. SCHEDULE – I: Income tax, PAN and Service Tax Registration Documents
- (d) SCHEDULE – J: Annual Turn Over in Last Three Financial Years from Consulting Services

The Technical Proposal shall not include any financial information.

#### 9. Financial Proposal

- (a) In preparing the Financial Proposal, firms are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Form (Schedule K).
- (b) The Firm will specify and compute all applicable taxes in the Financial Proposal.
- (c) The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Firm is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Firms who do not agree have the right not to extend the validity of their proposals.

#### 10. Submission, Receipt, and Opening of Proposals

- (a) The original proposal (Technical Proposal and Financial Proposal); shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.
- (b) An authorized representative of the firm initials all pages of the proposal. The representative's authorization shall be confirmed by a written Power of Attorney accompanying the proposal.
- (c) For each proposal, the Firms shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original copy shall govern.
- (d) Agencies shall submit the sealed Proposals in two sealed envelopes as detailed below. The name and address of the agency should be mentioned on each envelope. The language of the Proposals as well as the supporting documents shall be in English.
- (e) **Sealed Envelope - I:** The cover of the envelope should clearly mention as "Envelope-I –

Technical Proposal for "Selection of Consultants to set Up Project Management Unit (PMU) for implementation of the Khelo India Scheme in Odisha - – DO NOT OPEN BEFORE DUE DATE". It will contain the Technical Proposal as per specified format (Schedule A, B, C, D, E, F, G, H, I and J) and any other relevant documents, duly signed by authorized representative of agency with company seal, EMD and Non-refundable Bid Processing Fee towards the cost of RFP document

- (f) **Sealed envelope – II:** The cover of the envelope should clearly mention as "Envelope-II – Financial Proposal for "Selection of Consultants to set Up Project Management Unit (PMU) for implementation of the Khelo India Scheme in Odisha – DO NOT OPEN BEFORE DUE DATE". It should contain Financial Proposal (Schedule K) duly signed by authorized representative of agency with company seal.
- (g) **Sealed envelope – III:** The cover of the envelope should clearly mention as "Proposal for Selection of Consultants to set Up Project Management Unit (PMU) for implementation of the Khelo India Scheme in Odisha – DO NOT OPEN BEFORE SUBMISSION DATE AND TIME". This outer envelope will include the Sealed envelope – I and Sealed envelope- II.
- (h) Tender complete in all respects may be submitted to Sports and Youth Services Department, Government of Odisha through Courier/ Speed Post/ Registered Post only such that they are delivered to the address mentioned in the Data Sheet on or before the time and date mentioned in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened. Tenders received by fax/mail will not be entertained.
- (i) Sports and Youth Services Department, Government of Odisha shall at its discretion, extend this deadline for submission of Proposals by amending the RFP, in which case all rights and obligations of DSYS and agency previously subject to the deadline will thereafter be subjected to the deadline as extended.

## 11. Proposal Evaluation

From the time the Proposals are opened to the time the contract is awarded, if any Firm wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Firm's proposal.

- (a) The mode of Evaluation shall be QCBS (Quality and Cost Based Selection). The ratio of Technical: Financial is 80:20.

### (b) Evaluation of Technical Proposals

- i. The evaluation committee, appointed by the Client as a whole, and each of its members individually, shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub- criteria, and the point system specified in the Data Sheet. Each responsive proposal will be given a technical score (TS). A

proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

ii. The technical evaluation will involve:

Parameter			Maximum Points
<b>1. Relevant experience of the bidder (Documents related to the projects along with scope of work (Work order) or completion certificates with Work order value should be submitted as part of the eligible projects)</b>			<b>35</b>
In the last 7 years, the Bidder should have undertaken and completed 2 (two) Sports Projects in India/globally with a contract value of INR Fifty lakhs or above for each project: <ul style="list-style-type: none"> <li>5 point for every relevant project up to a maximum of 10 points*</li> </ul>			10
In the last 7 years, the Bidder should have undertaken and completed 2 (two) Sports Projects with State/Central Government agencies in India with a contract value of INR Fifty lakhs or above for each project. Projects submitted under this parameter must be different from the projects submitted under the parameter given above: <ul style="list-style-type: none"> <li>5 point for every relevant project up to a maximum of 10 points*</li> </ul>			10
In the last 7 years, the Bidder should have undertaken and completed 3 (three) Grassroots Sports Projects (competition/scouting/ training) in India with a contract value of INR Fifty lakhs or above for each project. Projects submitted under this parameter must be different from the projects submitted under the parameters given above: <ul style="list-style-type: none"> <li>5 Points for every relevant project up to a maximum of 15 points*</li> </ul>			15
<b>2. Relevant experience of the key professional staff proposed for the Assignment**</b>			<b>30</b>
Position	Relevant experience	Count	
Team Leader	MBA/Masters in Sports Management or equivalent degree with at least 3 years of experience working with State/Central Government projects/ schemes requiring inter-departmental//inter-governmental co-ordination	1	10
Manager (Infrastructure)	B.Tech (Civil)/ B.Arch or equivalent degree with at least 2 years of relevant experience	1	8
Manager 1. Events & Operations 2. Scouting & Training	Graduate with at least 3 years of relevant experience in administration and management of sports activities for a reputed organization	2	12
Assistant Manager 1. Events & Operations (2 nos.) 2. Scouting & Training (2 nos.)	Graduate with at least 1 year of relevant experience in administration and management of sports activities for a reputed organization	4	-
<b>3. Presentation on Approach and methodology for the assignment including the</b>			

<p>assessment of the relevant skills and experience of the team for the assignment.</p> <p>(a) Technical Approach, Methodology including Presentation – 15 points</p> <p>(b) Work Plan based on Terms of Reference– 10 points</p> <p>(c) Organization and Staffing highlighting the job responsibility of each team member – 10 points</p> <p><u>The proposed Team leader should make the presentation.</u></p> <p><u>Firm should ensure that all proposed team members should be present during the presentation along with the senior representative of the firm</u></p>	35
<b>TOTAL</b>	<b>100</b>

\*- Copies of work orders/agreement must be submitted as a proof.

\*\* - All the positions shall be based at Sports and Youth Services Department, Government of Odisha for the entire duration of the assignment.

**(c) Public Opening and Evaluation of Financial Proposals**

- i. After the evaluation of quality is completed, the Client shall notify the firms that have secure the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.
- ii. The Financial Proposals shall be opened publicly in the presence of the firms' representatives who choose to attend. The name of the Firm, the technical scores, and the proposed prices shall be read and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- iii. The lowest evaluated Financial Proposal (Fm) shall be given the maximum financial score (FS) of 100. The formula for determining the financial scores of all other Proposals shall be calculated as follows:  $FS = 100 \times Fm/F$ , in which "FS" is the financial score, "Fm" is the lowest price, and "F" the price of the Proposal under consideration.
- iv. The weights given to the Technical (T) and Financial (P) Proposals shall be:  
 $T = 80$ , and  
 $P = 20$   
Proposals shall be ranked according to their combined scores, calculated using the technical score (TS) and financial score (FS) and the weights as follows:  
 $S = TS \times T\% + FS \times P\%$
- v. Bidder with the highest combined score shall be invited for negotiations.
- vi. The minimum technical score (TS) required for opening of Financial Proposals shall be 80.

**12. Negotiations**

- (a) Negotiations will be held at the address indicated in the Data Sheet. The aim shall be to reach agreement on all points and sign a contract.

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- (b) Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate the contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- (c) The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract.

### 13. Award of Contract

- (a) The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Firms on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those Firms who did not pass the technical evaluation.
- i. The firm is expected to commence the assignment on the date and at the location as specified by the Client during issue of work order.

### 14. Deliverables and Payment Schedule

The agency will provide the following deliverables:

Sl.	Milestone	Timeline (where 'T' is the date of signing of agreement)	Percentage of Fee
<b>Retainer Fee</b>			
1	Inception Report and Plan of Action	T + 20 days	10% of fee for year 1
2	Monthly Reports for Year 1	Monthly	80% of fee for year 1 (Equally divided across 12 months)
3	Annual Report for Year 1	T + 12 months	10% of fee for Year 1

The payment shall be made on acceptance of deliverables by Sports and Youth Services Department, Government of Odisha. Sports and Youth Services Department, Government of Odisha will require 15 working days for review of each deliverable.

### 15. Time Frame and Renewal Modalities

The assignment shall be for an initial period of 1(one) year from the date of deployment of the personnel in SPORTS & YOUTH SERVICES DEPARTMENT. The contract may be further extended for a period of 2(two) years subject to satisfactory performance of the agency with an increment in the

annual fees which will be linked to the average CPI for the quarter immediately prior to the completion date of the contract. Renewal of the engagement beyond the period of 3(three) years can be considered by both the parties on mutually agreed terms and conditions.

#### 16. MISCELLANEOUS

- (a) **Final decision-making authority:** Sports and Youth Services Department, Government of Odisha reserves the right to accept or reject any Proposal and to annul the process at any time without assigning any reason thereof and without thereby incurring any liability to the affected applicant or without informing the applicants of the grounds for such action by the Department.
- (b) **Confidentiality:** All the Applicants shall treat all the information, records, reports, technical data, contracts, agreements, maps, drawings and any other documents provided to them under this bid process, during the RFP stage, if short listed and upon signing of the Contract Agreement for performing their responsibilities and obligations as confidential. An undertaking in this regard would require to be submitted by the Applicant at the time of signing of the Contract Agreement.
- (c) **Termination:** If in the view of Department, the performance of selected Agency is not satisfactory/ the selected Agency has failed to safeguard the interest of the Department, Sports & YS Department may at its sole discretion, terminate the engagement of the selected Agency. The Department, in doing so, shall intimate the firm in writing with its termination letter with a notice period of 3 months. The decision of the Department in this matter shall be final and binding.
- (d) **Jurisdiction:** All disputes arising shall be subject to the jurisdiction of the appropriate court at Bhubaneswar, Odisha and will be governed by the laws of India.

DAC

#### 4. Section III: Scope of work

The scope of work for the PMU will include but not limited to:

1. The state intends to utilize benefits under the Khelo India Scheme and prepare proposals/Detailed Project Reports (DPR) for various aspects for development of sports in the state of Odisha.
- The components of the Khelo India Scheme are as follows:
    - Play field Development
    - State Level Khelo India Centers
    - Utilization and Creation/Upgradation of Sports Infrastructure
    - Support to National/Regional/State Sports academies
    - Promotion of Sports among persons with disabilities
    - Promotion of Rural and Indigenous/Tribal Games
    - Sports for Women
    - Sports for Peace and Development
    - Community Coaching Development
    - Annual Competitions – Khelo India Youth Games
    - Talent Identification and Development
    - Promotion of physical fitness in schools
  - The PMU will support the DSYS in the planning, execution and monitoring of different sport development projects to implement the above mentioned components of the Khelo India Scheme for the state of Odisha.

#### Other Tasks

- Assist the Department in monitoring and execution of other schemes and projects as and when required.

The Department may also, if required, ask for additional deployment of manpower as per requirement. The relevant manpower rates quoted in the financial Proposal will be applicable in such a case of deployment of additional manpower resources.



5. Annexures

5.1 SCHEDULE – A

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

**Designation: Director, Sports & YS**

**Address: Deptt. of Sports & YS, C-1, Nayapalli, Bhubaneswar-751012**

**Subject:** Proposal for "SELECTION OF CONSULTANTS TO SET UP PROJECT MANAGEMENT UNIT (PMU) FOR IMPLEMENTATION OF THE KHELO INDIA SCHEME IN ODISHA"

Dear Sir,

We, the undersigned, offer to provide services for the captioned assignment in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under separate envelopes.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the Proposal Due Date mentioned in the Data Sheet of the RFP, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:



5.2 SCHEDULE – B

**DECLARATION**

(On Applicant's letter head)

[Location, Date]

To,

**Designation: Director, Sports & YS**

**Address: Deptt. of Sports & YS, C-1, Nayapalli, Bhubaneswar-751012**

**Subject: Proposal for "SELECTION OF CONSULTANTS TO SET UP PROJECT MANAGEMENT UNIT (PMU) FOR IMPLEMENTATION OF THE KHELO INDIA SCHEME IN ODISHA"**

Sir,

- 1) With reference to the RFP for ....., dated ....., I/we, having examined the RFP and understood their contents, hereby submit my/our Proposal for the captioned assignment. The Proposal is unconditional and unqualified.
- 2) All information provided in the Proposal and in the Appendices is true and correct.
- 3) This statement is made for the purpose of qualifying as a bidder for undertaking the captioned assignment.
- 4) I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.
- 5) I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6) We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 7) We certify that we have not been barred by Department of Sports & YS, Government of Odisha (GoO), or any other state government in India (SG) or Government of India (Gol), or any of the agencies of GoO/SG/Gol from participating in their projects.
- 8) I/ We have examined and have no reservations to the RFP, including any Addendum issued by the Authority.
- 9) I/ We do not have any conflict of interest in accordance the RFP document;
- 10) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or



restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- 11) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 12) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the bidders to Proposal for the captioned assignment, without incurring any liability to the bidders, in accordance with the RFP.
- 13) I/ We declare that we are not a Member of any other firm submitting a Proposal for the captioned assignment.
- 14) I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the captioned assignment.
- 15) I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 16) I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 17) I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the captioned assignment and the terms and implementation thereof.
- 18) In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 19) I/We have studied the RFP carefully and also understood the scope of the assignment. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the bidding process including the award of assignment.
- 20) The Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP and draft Agreement. (Annexure-I Attached)
- 21) I/We offer and attach as specified Non-refundable processing fee of Rs. 10,000

(Rupees Ten Thousand Only) (including GST) in the form of demand draft.

- 22) I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
- 23) I/We agree and undertake to abide by all the terms and conditions of the RFP. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP.

Yours faithfully,

\_\_\_\_\_  
(Signature of the Authorized signatory)

\_\_\_\_\_  
(Name and designation of the of the Authorized signatory)

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

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

Name and seal of Bidder: \_\_\_\_\_



5.3 SCHEDULE – C

**POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

Know all men by these presents, we, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise 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 Proposal for "SELECTION OF CONSULTANTS TO SET UP PROJECT MANAGEMENT UNIT (PMU) FOR IMPLEMENTATION OF THE KHELO INDIA SCHEME IN ODISHA" by XYZ (the "Authority") including but not limited to signing and submission of all applications, Proposal and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Proposal, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said assignment and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully 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 HAS EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF , 20\*\*.

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Note: Board resolution confirming the Authority of the signatory to submit the proposals could also be provided as an substitute to the Power of Attorney.

*Obs*



5.4 SCHEDULE – D

**DETAILS OF BIDDER**

*(On the Letter Head of the Bidder)*

- (a) Name of Bidder
- (b) Address of the office(s)
- (c) Date of incorporation and/or commencement of business (Please attach certified copy of registration of Firm)

Details of individual(s) who will serve as the point of contact / communication for the Department with the Bidder.

- (a) Name
- (b) Designation
- (c) Company/Firm
- (d) Address along with Pin code
- (e) Telephone number
- (f) E-mail address
- (g) Fax number
- (h) Mobile number

OS

5.5 SCHEDULE – E

**DESCRIPTION OF EXPERIENCE OF BIDDER TO ILLUSTRATE QUALIFICATIONS**

(Please provide information only for a project for which your firm was legally contracted by the client as a corporate entity)

SI No	Items	Description
1	Project Name:	
2	Project Location :	
3	Project Cost :	
4	Name of Client :	
5	Start Date (Month/Year):	
6	Completion Date: (Month/Year)	
7	Name of Associated Firm(s), if any:	
8	Name of Senior Staff (Project Director/Coordinator, Team	
9	Leader) Involved and Functions Performed:	
10	Detailed Narrative Description of Project:	
11	Detailed Description of Actual Services Provided by the firm	
12	Approx. Value of Services (INR):	

Notes:

Supporting documents (Work Orders or agreements) should necessarily be submitted by the bidders without which the submission shall not be considered for evaluation.

## 5.6 SCHEDULE – F

### DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR UNDERTAKING THE ASSIGNMENT

The bidders are advised to present its Technical Proposal divided into the following chapters:

5.6.1 Understanding of TOR, Technical Approach and Methodology

5.6.2 Work Plan

Understanding of TOR, Technical Approach and Methodology: The firm should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The firm should highlight the problems to be addressed along with their importance and explain the technical approach the Firm would adopt to address them. The firm should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach.

Work Plan: In this chapter the firm should propose the main activities of the assignment, detailed action plan for the implementation of the project. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of documents to be delivered as final output should be included here.



5.7 SCHEDULE – G

TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Expert for the Road Map				
Name of Expert	Firm name	Area of Expertise	Position Assigned	Tasks Assigned

112

5.8 SCHEDULE – H

**CURRICULUM VITAE (CV) FOR PROPOSED Key Professional Staff**

Sl No	Items	Description												
	Proposed Position													
	Name of Firm													
	Name of Expert	[First] [Middle] [Surname]												
	Date of Birth	DD/MM/YYYY												
	Nationality													
	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]												
	Countries of Work Experience	[List countries where staff has worked in the last ten years]												
	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	<table border="1"> <thead> <tr> <th>Name of Organization</th> <th>Position Held</th> <th>Duration</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name of Organization	Position Held	Duration									
Name of Organization		Position Held	Duration											
	Details of tasks assigned													
	Relevant Projects Undertaken	<p>[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned]</p> <p>Name of assignment or project:  Year:  Location:  Client:  Project Cost:  Main project features:  Positions Held: Activities Performed:</p>												
<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p>														

Signature
Date: [dd/mm/yyyy]
Name of Expert:

*RL*

5.9 SCHEDULE - I

GST REGISTRATION DOCUMENTS

*165*

5.10 SCHEDULE - J

ANNUAL TURNOVER IN LAST THREE FINANCIAL YEARS (2016-17, 2017-18 and 2018-19)  
FROM CONSULTING SERVICES with supporting documentation including Balance Sheets and Profit and  
Loss Statements (certified by statutory auditor of the firm)

*RLS*



5.11 SCHEDULE - K

FINANCIAL PROPOSAL

FINANCIAL PROPOSAL SUBMISSION

To: FORM

Designation: Director, Sports & YS

Address: Deptt. of Sports & YS, C-1, Nayapalli, Bhubaneswar-751012

Sub: Proposal for "SELECTION OF CONSULTANTS TO SET UP PROJECT MANAGEMENT UNIT (PMU) FOR IMPLEMENTATION OF THE KHELO INDIA SCHEME IN ODISHA"

Having gone through the RFP and having fully understood the scope of work for the captioned assignment as set out in the RFP; we are pleased to quote the following lump sum **Professional fees (exclusive of applicable taxes)** for the Assignment. This is applicable for the duration of the agreement:

In Figures	
In Words	

The man-month fee rates for each of the proposed experts are as follows:

Sl.	Position	Name of Expert	Man-Month rate (Rs. Per month) [A]	No. of resource persons [B]	No. of Months [C]	Total [AxBxC]
1	Team Leader			1	12	
2	Manager (Infrastructure)			1	12	
3	Manager 1. Events & Operation 2. Scouting & Training			2	12	
4	Assistant Manager 1. Events & Operation (2 positions) 2. Scouting & Training (2 positions)			4	12	
<b>Grand Total</b>						

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:



Name of Firm:

Address:

6. Draft Agreement

Annexure-I

Stamp Paper of Rs. 100  
Draft Agreement

This Agreement entered into on this .....th day of AUGUST 2019 at Bhubaneswar

Between

(M/s ABC) incorporated in India under the ..... and having its registered / head office at ..... (Hereinafter referred to as '.....' or "FIRST PARTY") which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees of the FIRST PARTY.

AND

Department of Sports & YS, Govt. of Odisha having its office at C-1, Nayapalli, Bhubaneswar- 751012 (hereinafter referred to as **DSYS** or "SECOND PARTY") which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees of the SECOND PARTY.

WHEREAS FIRST PARTY (M/s ABC) is.....

WHEREAS SECOND PARTY:

DSYS is the State Level Nodal Agency for promotion of Sports & Games has decided to engage an agency for setting up a PROJECT MANAGEMENT UNIT (PMU) FOR IMPLEMENTATION OF THE KHELO INDIA SCHEME IN ODISHA"

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. DEFINITIONS

- (i) "Approval" means approval in writing by designated officers of XYZ.
- (ii) "Force Majeure" means any event or circumstance or combination of events or circumstances which prevents the party claiming Force Majeure (the 'Affected Party') from performing its obligations under this Agreement and which event or circumstance (i) the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care. Such events or circumstances shall include, without limitation, the effect of any natural element or other acts of State of God including, but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters, strikes or other industrial disturbances, war, riots, civil commotion, terrorist attacks, embargoes, blockades, governmental restriction, intervention of civil, naval or military authorities, change in applicable law.
- (iii) "Services" shall have meaning ascribed thereto in clause 2 hereto.



## 2. APPOINTMENT OF AGENCY AND SCOPE OF SERVICES

DSYS hereby appoints **M/s ABC** and **M/s ABC** hereby agrees to act as an agency for setting up a PROJECT MANAGEMENT UNIT (PMU) FOR IMPLEMENTATION OF THE KHELO INDIA SCHEME IN ODISHA. The detailed set of activities to be carried out by the agency ('Services') will include –

The scope of work for the PMU will include but not limited to:

The state intends to utilize benefits under the Khelo India Scheme and prepare proposals/Detailed Project Reports (DPR) for various aspects for development of sports in the state of Odisha.

- The components of the Khelo India Scheme are as follows:
  - Play field Development
  - State Level Khelo India Centers
  - Utilization and Creation/Upgradation of Sports Infrastructure
  - Support to National/Regional/State Sports academies
  - Promotion of Sports among persons with disabilities
  - Promotion of Rural and Indigenous/Tribal Games
  - Sports for Women
  - Sports for Peace and Development
  - Community Coaching Development
  - Annual Competitions – Khelo India Youth Games
  - Talent Identification and Development
  - Promotion of physical fitness in schools
- The PMU will support the DSYS in the planning, execution and monitoring of different sport development projects to implement the above mentioned components of the Khelo India Scheme for the state of Odisha.

### Other Tasks

- Assist the Department in monitoring and execution of other schemes and projects as and when required.

The Department may also, if required, ask for additional deployment of manpower as per requirement. The relevant manpower rates quoted in the financial Proposal will be applicable in such a case of deployment of additional manpower resources.

*DS*

**3. RESPONSIBILITIES OF XYZ**

- i. DSYS will duly notify and inform all the relevant stakeholders about appointment of **M/s ABC**
- ii. XYZ would provide all necessary facilitating support to **M/s ABC** in discharge of the services mentioned in para 2 above as and when requested by the First Party.

**4. PAYMENT TERMS**

DSYS will pay a Professional Fee of Rs. ....to **M/s ABC** towards carrying out this assignment which will include professional fee inclusive of service tax and other taxes and duties. Travel & Logistic expenses related to the project will be reimbursed on actual basis as approved by the department and as per government norms.

**Deliverables and Payment Schedule**

The agency will provide the following deliverables:

Sl.	Milestone	Timeline (where 'T' is the date of signing of agreement)	Percentage of Fee
<b>Retainer Fee</b>			
1	Inception Report and Plan of Action	T + 20 days	10% of fee for year 1
2	Monthly Reports for Year 1	Monthly	80% of fee for year 1 (Equally divided across 12 months)
3	Annual Report for Year 1	T + 12 months	10% of fee for Year 1

**Timeframe and Renewal Modalities**

The assignment shall be for an initial period of 1(one) year from the date of deployment of the personnel in SPORTS & YOUTH SERVICES DEPARTMENT. The contract may be further extended for a period of 2(two) years subject to satisfactory performance of the agency with an increment in the annual fees which will be linked to the average CPI for the quarter immediately prior to the completion date of the contract. Renewal of the engagement beyond the period of 3(three) years can be considered by both the parties on mutually agreed terms and conditions.

**5. COMMENCEMENT**

**M/s ABC** shall commence the work within one week of signing of issue of work order.

**6. VALIDITY**

Unless terminated earlier this Agreement shall expire after 15 (fifteen) months from the date of this Agreement. During validity of Agreement, DSYS and ..... will take effective steps for implementation of this Agreement.

## **7. PENALTY**

For non-performance and/or for negligent performance in relation to scope of work related to M/s ABC, following penalty would be imposed by DSYS on M/s ABC, until and unless such delay is condoned by DSYS for valid and acceptable reasons, after due consideration:

- (i) Deduction of 1% (one percent) of fee for each week of delay or part thereof, wherever any deadline is fixed.
- (ii) Forfeiture of Performance Guarantee.

Provided however, that no penalty shall be payable by M/s ABC for delays attributable to DSYS and/or occurrence of a Force Majeure event.

## **8. PERFORMANCE GUARANTEE**

M/s ABC will deposit performance securing bank guarantee equivalent to 5% of the aggregate professional fee amount payable during the period of the agreement and the same shall be released after a period of 15 months from the date of signing of the agreement subject to any claim, outstanding dues and penalty as per Clause 7. The performance guarantee shall be submitted by the selected firm within 30 days of the date of the work order.

## **9. FORCE MAJEURE**

### **(i) Breach of Agreement**

The failure of a Party to fulfil any of its obligations under this Agreement shall not be considered to be a breach of, or default under this Agreement insofar as such inability arises from an event of Force Majeure, provided that Party affected by such an event (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out terms and conditions of this Agreement, and (ii) has informed other Party as soon as possible about occurrence of such an event of Force Majeure.

### **(ii) Extension of Time**

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

## **10. TERMINATION**

### **(i) Termination by DSYS**

DSYS may terminate this Agreement, by not less than thirty (30) days' written notice of termination to M/s ABC, to be given after occurrence of any of events specified in paragraphs (a) through (c) below:

- a) if M/s ABC does not remedy a failure in performance of its obligations under Agreement, within sixty (60) days of receipt after being notified or within such further period as XYZ may have subsequently approved in writing;
- b) if M/s ABC becomes insolvent or bankrupt; or
- c) if as a result of Force Majeure, DSYS is unable to perform a material portion of obligations for a period beyond sixty (60) days.

**(ii) Termination by M/s ABC**

M/s ABC may terminate this Agreement, by not less than thirty (30) days' written notice to DSYS, such notice to be given after occurrence of any event specified below:

- a) if DSYS fails to pay any money due to **M/s ABC** pursuant to this Agreement within sixty (60) days after receiving written notice from M/s ABC that such payment is overdue; or
- b) if, as the result of Force Majeure, **M/s ABC** is unable to perform a material portion of Services for a period of not less than sixty (60) days.

The termination of this Agreement shall not prejudice or affect in anyway rights and benefits accrued or liabilities and duties imposed on parties of this Agreement.

**11. LIABILITY OF M/s ABC**

M/s ABC shall be liable for all or any of the terms of this agreement and in respect of its employees and third parties.

**12. MISCELLANEOUS CLAUSES**

- (i) **M/s ABC** shall notify to DSYS of any material change in its status or shareholding, in particular, where such change would impact on performance of Services under the Agreement. However, the signatory of this agreement shall not be exonerated for any liability arising from this agreement.
- (ii) Any failure or delay on part of DSYS to exercise right or power under Agreement shall not be construed as waiver thereof.
- (iii) Workers, employees, staff or agents engaged or employed by or on behalf of **M/s ABC** shall neither be, nor deemed to be worker, employee, staff or agents of XYZ under any circumstances whatsoever and there is no such agreement for or regarding workers of **M/s ABC** as well as of DSYS.
- (iv) Notwithstanding anything in this Agreement, in no event shall DSYS be liable under labour laws, laws of contract, tort, or for any other laws, rules & regulations, misrepresentation warranty, negligence, strict liability or otherwise, for any special indirect, incidental or consequential damages (including loss of profit arising out of in connection with this Agreement).
- (v) Neither execution and delivery by **M/s ABC** of this Agreement nor performance by **M/s ABC** of its obligations hereunder will violate, conflict with, or result in breach of, or constitute a default under, any provision of law, statute, rule or regulation or any judgment, order, award or decree of any court of governmental body applicable to it, or its articles of incorporation or by-laws.

*DS*

**13. ARBITRATION**

- (i) It is hereby agreed between the two Parties that the assignment shall be executed in manner and form outlined in this Agreement. If any dispute or difference of any kind whatsoever arises between Parties in connection with or arising out of or relating to or under this Agreement, the Parties shall promptly and in good faith negotiate, with a view to reaching an amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from date on which above- mentioned dispute or difference arose, such dispute or difference shall be referred to an Arbitrator who shall be appointed from among a panel of officers so nominated by DSYS. The seat of arbitration shall be Bhubaneswar and arbitration shall be conducted in English language. Arbitration and Conciliation Act, 1996, shall govern arbitral proceedings.
  
- (ii) Existence of any dispute or difference or initiation or continuance of arbitral proceedings shall not postpone or delay performance by Parties of their respective obligations under or pursuant to this Agreement. Further, this Agreement shall remain subsisting and operative during the arbitral proceedings and no payment due and payable to either Party shall be withheld except the payment in dispute, if any. The courts at Bhubaneswar only under the Orissa High Court alone shall have jurisdiction with respect to arbitration or any other dispute.

**IN WITNESS WHEREOF** the Parties thereto have put their hand and seal this day and date first above mentioned

Signed, sealed and delivered by	Signed, sealed and delivered by
For and on behalf of DSYS, Odisha	Authorized Representative of Agency

Witnesses:

1	
2	

*118*