



# **Request for Proposal for Establishment and Operation of High-Performance Sports Science Centre in Ranchi, Jharkhand**

## **Address for Communication:**

Directorate of Sports & Youth Affairs, Birsa Munda Football Stadium, Gate No: 28/29,  
Morabadi, Ranchi, Jharkhand – 834 008  
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**RFP No. 23/2023-24**  
**Date of issue: 08/03/2024**

**Sd/-**

Director

Directorate of Sports & Youth  
Affairs, Jharkhand

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1. Schedule for the RFP

SI No.	Schedule	Start Date	Start Time	End Date	End Time
1	Tender Publication Date	08.03.2024	10:00 AM	28.03.2024	11:00 AM
2	Downloading of bidding documents	08.03.2024	10:00 AM	28.03.2024	11:00 AM
3	Pre-Bid Meeting	19.03.2024	04:00 PM	-	-
4	Bid Submission	08.03.2024	10:00 AM	28.03.2024	11:00 AM
5	Opening of Technical Bid	28.03.2024	04:00 PM	-	-
6	Opening of Financial Bid	Will be intimated in due course			

2. Data Sheet

SI	Parameter	Name
1	RFP No.	23/2023-24
2	Name of the RFP	Establishment and Operation of High-Performance Sports Centre in Ranchi, Jharkhand
3	Type of RFP	Open Tender
4	Bid Processing Fee (non-refundable) including GST	Rs 10,000/- (Rupees Ten Thousand Only)
5	Earnest Money Deposit (EMD)	Rs 50,00,000/- (Rupees Fifty lakh Only)
6	Amount for Performance Security	@ 3% of the bid value
7	Email address for submitting the queries	<b>directorsportsjharkhand@gmail.com</b>
8	Address of Directorate of Sports & Youth Affairs, Jharkhand	Directorate of Sports & Youth Affairs, Birsamunda Football Stadium, Gate No: 28/29, Morabadi, Ranchi, Jharkhand – 834 008

3. Disclaimer

- The information presented in this Request for Proposal (referred to as "RFP Document") or any subsequent documentation provided to Bidders by the Directorate of Sports & Youth Affairs (referred to as "DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND") or its representatives, employees, or advisors (collectively referred to as "Representatives"), is conveyed to Bidders under the terms and conditions outlined in this RFP Document and any additional terms and conditions accompanying such information.
- This RFP Document does not constitute an agreement, offer, or invitation by the Representatives to any party other than qualified entities eligible to submit their Proposal ("Bid"). Its purpose is to furnish Bidders with information to aid in formulating their Proposal. Not all information required by each Bidder may be included herein. This document may not suit all individuals, and it is impractical for DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND Representatives to assess the investment objectives, financial status, and needs of every party who utilizes it. Each Bidder is encouraged to conduct their own inquiries and assessments, verifying the accuracy, reliability, and completeness of the information provided herein. Additionally, where necessary, seek independent advice from appropriate sources.

3. The Representatives do not provide any representation or warranty, and assume no liability under any law, statute, rules, or regulations regarding the accuracy, reliability, or completeness of the RFP Document.
4. The Representatives reserve the right, at their absolute discretion and without any obligation to do so, to update, amend, or supplement the information in this RFP Document.
5. Any information provided to the Bidder(s), whether verbally or in writing, by or on behalf of the Government of Jharkhand, will also constitute part of the terms and conditions of this RFP Document.
6. The Bidder must ensure that the RFP document they have downloaded is complete in all aspects, including any annexures and attachments. If any part of the document is found to be missing, the Bidder is required to promptly notify DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND at the following address:

**Directorate of Sports & Youth Affairs, Birsa Munda Football Stadium, Gate No: 28/29, Morabadi, Ranchi, Jharkhand – 834 008, Email- directorsportsjharkhand@gmail.com**

7. Failure to provide notification by the last date for submission of Pre-Proposal queries shall be construed as acknowledgment that the RFP Documents received by the Bidder are complete in all respects and that the Bidder is fully satisfied with the RFP Documents.
8. No extension of time will be granted to any Bidder for the submission of its Proposal on the basis that the Bidder did not acquire the complete set of the RFP document.
9. This RFP and its contents are confidential and privileged, intended solely for the exclusive use of the Bidder to whom it is issued. The recipient shall not copy or distribute this RFP to third parties, except as required by Applicable Law or in confidence to the recipient's professional advisors, who must be bound by confidentiality restrictions at least as strict as those contained in this RFP. If the recipient decides not to proceed with participation in the Bidding Process for any reason after receiving the RFP, they and their professional advisors must maintain the confidentiality of this RFP and its information at all times.
10. DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND reserves the right, at its absolute discretion and without obligation, to update, amend, or supplement the statements, information, assessments, or assumptions within the RFP documents at any point during the RFP process. Any such changes will be communicated to the agencies via email.
11. Bidders or any third party are not entitled to object to the changes, modifications, additions, or alterations outlined in Clause 3.10, whether explicitly or implicitly. Any objection raised by the Bidder will render their Bid liable for rejection by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND. Additionally, objections from third parties will be considered as an infringement on the confidentiality and privileged rights of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND regarding this RFP.
12. DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND retains the unilateral right, without any obligation or liability, to accept or reject any or all Proposals at any point during the RFP process, without the need for explanation. The determination made by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND in this regard shall be conclusive and obligatory.
13. Bidders are prohibited from making any public announcements regarding the RFP process or the RFP document. Any public announcements related to the RFP process or this RFP must be made exclusively by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND. Any violation of this provision by a Bidder will be considered non-compliance with the terms and conditions of this RFP and may result in the rejection of the Proposal. DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND's decision in this matter shall be final and binding on the Bidder.
14. In responding to the RFP, the Bidder acknowledges and agrees that they have fully reviewed and understood the terms and conditions outlined in the RFP. The Bidder expressly waives any claims in relation to the understanding or satisfaction of these terms and conditions.
15. The Bid is strictly non-transferable.

#### 4. Abbreviations

BG	Bank Guarantee
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
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:

- 5.1. The terms and expressions starting with capital letters and defined in this document shall, unless inconsistent with the context, carry the meanings assigned to them herein.
- 5.2. **"Applicable Laws"** refers to all laws, statutes, regulations, directives, ordinances, notifications, exemptions, judicial orders, or any interpretations thereof enacted, issued, or promulgated by any authority, whether legislative, regulatory, or judicial, and applicable to either DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND or the Bidders.
- 5.3. **"Authorized Signatory"** refers to the designated individual of the agency authorized to represent the agency in all matters related to its Proposal. This designated individual should possess a valid Power of Attorney authorizing them to perform all tasks, including but not limited to signing and submitting the Proposal for participation in all stages of the RFP Process, conducting correspondence on behalf of the agency, and executing any necessary documents to give effect to the outcome of the RFP Process.
- 5.4. **"Bid" or "Proposal"** denotes the documentation submitted by a Bidder as per this RFP. It encompasses the Technical Bid, including any supplementary information or clarifications requested by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND, and the Financial Bid. These submissions must strictly adhere to the formats specified by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND. Failure to comply with DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND's prescribed formats will result in the submission not being recognized as a Bid.
- 5.5. **"RFP Process" or "Bidding Process"** refers to the process outlined in the RFP governing the submission and evaluation of Bids.
- 5.6. **"Bid Due Date"** shall mean the last date for submission of bids, as given in Sl. No. 3 of the Schedule for 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 7.8;
- 5.8. **"EMD"** means the amount submitted by a Bidder to DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND for participating in the Bidding Process, in terms of Clause 7.9
- 5.9. **"Bid Validity Period"** shall have the meaning given to it in Clause 7.10;
- 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 written official intimation by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND 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"** refers to the documents issued by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND under RFP No., dated, for the Establishment and Operation of the High-Performance Sports Science Centre in Ranchi. This includes any modifications, amendments, corrigenda/addenda, or alterations. These documents comprise:
- This RFP document;
  - Any corrigendum(s)/addendum(s) and clarification(s) issued by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND subsequent to the issuance of the RFP Document, which are integral parts of the RFP Document. References to the RFP Document in the Agreement shall encompass such corrigendum(s)/addendum(s).
- 5.14. **"Pre-Bid Meeting"** refers to the meeting scheduled as per the timetable indicated in Serial No. 6 of the Schedule for this RFP, where DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND and the bidders convene to address any queries or concerns.
- 5.15. **"Successful Bidder"** shall have the meaning given to it in Clause 10;
- 5.16. **"Related Party"** shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 5.17. **"Technical Evaluation Criteria"** shall have the meaning given to it in Clause 8.1.7;
- 5.18. **"Technically Qualified Bidder"** means a Bidder whose Technical Proposal is responsive and meets the requirements to the satisfaction of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND as per terms and condition of the RFP and is qualified for opening of its Financial Bid;
- 5.19. **"Technical Bid" or "Technical Proposal"** means proposal submitted by the Bidder in accordance with Clause 7.20.4;
- 5.20. **"Turnover"** shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.
- 5.21. **"Steering Committee"** A committee constituted by the Directorate of Sports & Youth Affairs for overseeing the general course of this tender.
- 5.22. **"DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND"** refers to the Directorate of Sports & Youth Affairs, with its registered office located at Birsamunda Football Stadium, Gate No: 28/29, Morabadi, Ranchi, Jharkhand – 834 008. This term includes its successors, assignees, or representatives.
- 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 the Indian Contract Act, 1872, and/or in the General Clauses Act, 1897.

## 6. Terms of Reference for Service Provider

The Directorate of Sports & Youth Affairs, Jharkhand, has been entrusted with the significant responsibility of spearheading the development and management of a High-Performance Sports Science Centre (HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC)) within the region. This initiative underscores the state's commitment to fostering excellence in sports and youth development. Recognizing the complexity and specialized nature of such a project, the Directorate seeks to engage with a qualified and experienced firm through an online tender process.

This Request for Proposal (RFP) serves as a formal invitation for interested firms to submit their proposals for consideration. The chosen firm will play a crucial role in collaborating with the Directorate throughout the various stages of the project, from conceptualization to execution. As the client and implementing body, the Directorate will closely oversee the project's progress, ensuring that it aligns with the envisioned goals and objectives.

The HIGH-PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC) project represents a significant investment in the development of sports infrastructure and resources within Jharkhand. It aims to create a state-of-the-art facility that not only meets but exceeds international standards in terms of quality, functionality, and innovation. The selected firm will be expected to deliver exceptional results, demonstrating a strong commitment to excellence and adherence to project timelines as well as confidentiality of the sports related/ assessment related data.

In addition to technical expertise, the Directorate places a high premium on quality and timeliness. As such, firms submitting proposals are encouraged to showcase their track record of successful project delivery, relevant experience in sports facility development, and innovative approaches to achieving project goals. The Directorate is committed to ensuring that the HIGH-PERFORMANCE

SPORTS SCIENCE CENTRE (HPSSC) becomes a flagship institution for sports science and training, contributing to the overall advancement of sports and youth development in the region.

## 6.1 The High-Performance Sports Science Centre

- 6.1.1 Athletes, driven by an insatiable desire to excel in their respective sports, exhibit an unparalleled commitment to success. This commitment is fueled by a deep-seated urge to win, an unwavering determination to succeed, and a relentless pursuit of surpassing their current performance boundaries. To maintain and enhance their peak performance levels, athletes dedicate themselves to rigorous and continuous high-performance training routines. These training regimes are meticulously crafted to hone their skills, optimize their physical conditioning, and sharpen their mental resilience.
- 6.1.2 In the modern landscape of elite sports, athletes and their support teams recognize the importance of continuously refining their understanding and expertise in various aspects of performance enhancement. This includes areas such as sports science, biomechanics, nutrition, psychology, and injury prevention. By staying abreast of the latest advancements and best practices in these fields, athletes strive to gain a competitive edge over their peers and achieve world-class status.
- 6.1.3 To facilitate the pursuit of excellence among elite athletes, many nations have established comprehensive sports science frameworks and facilities. These centers provide athletes with access to state-of-the-art equipment, expert coaching, and specialized support services aimed at optimizing their performance and minimizing the risk of injuries. By leveraging cutting-edge technologies and scientific methodologies, these facilities play a pivotal role in unlocking the full potential of athletes and helping them reach new heights of success on the global stage.
- 6.1.4 In alignment with this global trend, the Directorate of Sports & Youth Affairs, Jharkhand, is taking proactive steps to support and nurture elite sports talent within the region. Through the establishment of the High-Performance Sports Science Centre (HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC)) in Ranchi, the Directorate aims to provide athletes with world-class infrastructure, scientific support, and expert guidance to excel in their chosen sports. The HIGH-PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC) will serve as a hub for innovation and excellence, fostering a culture of continuous improvement and pushing the boundaries of achievement in elite sports within the state, the nation and beyond.

## 6.2. Aims and objectives of HIGH-PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC)

The primary goal of the High-Performance Sports Science Centre (HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC)) is to optimize athletic potential by leveraging the principles of sports science. The center aims to contribute to the development of athletes, enabling them to attain their desired levels of performance and prolong their competitive sporting careers. To achieve this overarching aim, HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC) has outlined the following objectives:

**1. Performance Enhancement:** HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC) will employ various sports science methodologies and techniques to enhance the performance of athletes. This includes implementing tailored training programs, optimizing physical conditioning, refining technical skills, and improving mental resilience to maximize athletic potential.

**2. Comprehensive Structured Talent Development Programs:** HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC) will design and implement comprehensive talent development programs aimed at nurturing promising athletes from grassroots levels to elite performance standards. These structured programs will encompass various aspects of athletic development, including skill acquisition, physical conditioning, mental preparation, and competition readiness.

**3. Basic and Applied Research in Sports Science:** HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC) will undertake both basic and applied research initiatives in the field of sports science. This research will focus on advancing our understanding of various factors influencing athletic performance, including biomechanics, physiology, psychology, nutrition, and recovery strategies. The findings from such research endeavors will inform evidence-based practices aimed at optimizing athlete performance.

**4. Dissemination of Sports Science Information:** HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC) will serve as a hub for the dissemination of sports science information and

knowledge. Through workshops, seminars, conferences, and online resources, the center will facilitate the sharing of best practices, cutting-edge research findings, and practical insights aimed at enhancing athletic performance and injury prevention strategies.

**5. Management and Rehabilitation of Sports Injuries:** HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC) will provide comprehensive support for the management and rehabilitation of sports-related injuries. This includes offering access to specialized medical professionals, state-of-the-art rehabilitation facilities, and evidence-based injury prevention programs. By prioritizing athlete health and well-being, HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC) aims to minimize the impact of injuries and facilitate a swift return to competition.

By aligning its activities with these objectives, HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC) endeavors to serve as a catalyst for excellence in sports performance, talent development, research innovation, and athlete welfare within the region. Through a holistic approach that integrates sports science principles with practical applications, HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC) aims to unlock the full potential of athletes and contribute to their sustained success on the competitive stage.

### **6.3. Vision for HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC)**

The vision for HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC) is to establish itself as a center of excellence in sports science and athlete development. By providing integrated, quality-assured services, fostering research and innovation, and promoting knowledge sharing, HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC) aims to play a pivotal role in supporting athletes on their journey to sporting success. HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC) will be the lead institution in the State for supporting armature and high-performance athletes of the State for achieving excellence in sports by providing highly integrated, quality assured services through performance evaluation techniques, development of leading experts through research and subsequently drive innovation and sharing of knowledge.

### **6.4. Key functions of the proposed Centre**

#### **6.4.1. Performance Enhancement**

Performance enhancement at HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC) involves applying sport science principles to maximize athletic performance and endurance while reducing the risk of injury. The scientists will identify individual strengths and weaknesses in athletes, then develop personalized training programs to enhance performance. Through collaboration with coaches and the use of cutting-edge technologies, HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC) aims to optimize athlete performance and support their journey to success.

#### **6.4.2. Rehabilitation Services:**

The HIGH-PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC) emphasizes non-medication approaches to injury rehabilitation, prioritizing techniques that enhance mobility and expedite recovery while safeguarding the injured site. This may include personalized rehabilitation programs tailored to the specific needs of each athlete, incorporating modalities such as physical therapy, exercise prescription, manual therapy, and targeted rehabilitation exercises. The goal is to optimize the healing process, restore function, and facilitate a safe return to sport without relying heavily on medication.

#### **6.4.3. Extension Support System**

The Institute and its Research Centers will extend support to various Sports Academies, Federations, and Sportspersons by offering facilities for testing, training, rehabilitation, and performance evaluation. These services will go beyond the routine assignments of the institute, demonstrating a commitment to advancing sports science and athlete development.

#### **6.4.4. Talent Identification Program:**

The center will have the capability to accurately identify and nurture sporting talent through comprehensive, sport-specific evaluations. These evaluations will generate reliable data to support the talent scouting process, enabling the identification of promising athletes and facilitating their development.



**6.4.5. Sport Psychology and Cognitive:**

The center will provide a range of sport psychology services aimed at enhancing athletes' mental resilience, focus, motivation, and cognitive functions. Through individual consultations and group workshops, athletes will learn practical strategies to manage the psychological demands of competitive sports. These services will equip athletes with the mental skills needed to perform at their best under pressure, ultimately contributing to their overall success in sports.

**6.5. Constitution of the Team/ Minimum Proposed Manpower Deployment**

The project will necessitate the formation of a cohesive and skilled team, as outlined in Clause 13. This team will be instrumental in overseeing various aspects of the project, including planning, implementation, and monitoring. Each team member will bring unique expertise and experience to the table, ensuring the successful execution of the project from start to finish.

**6.6. Scope of Services****6.6.1** The selected service provider shall provide the following services to DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND as per theow mentioned time frame:

Sl No	Name/ type of Services	Contract Period	Service Location
1	Providing equipment for Isokinetic Lab, Functional Strength Testing Lab, Performance & Sprint Analysis Lab, Biomechanics Lab, Gait Lab, Physiology Lab, Altitude Training Lab, Recovery Lab, Rehabilitation Lab, etc	5 years (Contract Agreement to be signed for 5 years)Contract renewal on the basis of assessment of the performance of the Service provider and recommendation of Steering Committee.	Directorate of Sports & Youth Affairs, Birsa Munda Football Stadium, Gate No: 28/29, Morabadi, Ranchi, Jharkhand – 834 008
2.	Civil Work: Work of repair and renovation / fabrication of the infrastructure proposed to be allotted to the center. The workincludes construction of a reception area, examination lab/ Room, minor repairing of toilet blocks etc.		
3	Providing technically qualifiedmanpower to run the equipment		
4	Test/assessment training like Medical Screening, Medical Lab Tests, Physiological Tests, Psychological Tests, Nutritional Guidance, Sport Specific High-Performance Assessment, Periodized High Performance Training, Advanced Isokinetic Assessment / Training, Gait / Run Analysis / Biomechanical Analysis/Training, Rehabilitation on Advanced Equipment, Altitude Training, Muscle Profiling, Programs for Athletes Specific Needs, Faster Pain Relief with Therapy, etc.		
5	The Directorate/Sports Authority of Jharkhand is required to train a minimum of 02 District Sports Officers (DSOs), 02 District Sports Coordinators (DSCs), and 02 Coaches annually, providing comprehensive instruction on equipment operation, data management, and their impact on athlete performance. This training will be facilitated by the High-Performance Sports Science Centre.		

**6.6.2 Completion period:** The establishment of the High-performance Centre must be completed within a timeframe of **120 days** from the LOA.**6.6.3 Knowledge Transfer:** The firm is required to share all technical knowledge and expertise, as well as provide training for the operation of the center to the designated employees of the State Government within the duration of the contract period. This training will enable the employees to effectively manage and operate the center independently after the transfer of the center and its equipment to the State Government upon completion of the contract period.

**6.6.4 Warranty:** An inspection of all goods may be conducted by a **Scrutiny Committee**, accompanied by an Officer from the Sports Department or an authorized representative, before the installation of equipment commences.

- (i) The supplier provides a comprehensive warranty that all goods supplied under the contract are new, unused, and incorporate the latest improvements in design and materials, unless specified otherwise by the Purchaser in the contract. Furthermore, the supplier warrants that the supplied goods are free from any defects arising from design, materials, or workmanship, or from any act or omission of the supplier. These goods are expected to perform without issue under normal use and conditions prevailing in India.
- (ii) The supplier is obligated to provide a warranty for a minimum duration of 01 (one) year from the date of installation, commissioning, and acceptance. During this warranty period, the supplier must promptly repair or replace any defective goods or parts thereof, free of cost, at the ultimate destination within the specified timeframe. Upon providing replacements, the supplier is responsible for taking over the replaced parts or goods, and no further claims shall lie on the Purchaser for such replaced items thereafter, under any circumstances.
- (iii) If the supplier, upon being duly notified, fails to promptly rectify or replace the identified defect(s), the Purchaser reserves the right to take remedial actions as deemed appropriate, at the risk and expense of the supplier. This may include undertaking necessary measures to address the defects without prejudice to any other contractual rights and remedies available to the Purchaser against the supplier.
- (iv) The supplier is required to maintain adequate inventories at the site to ensure the ex-stock supply of consumable spares for the goods. This ensures that such spares can be promptly supplied to the Purchaser upon receipt of an order.
- (v) The supplier and provider must ensure the continuous provision of spare parts for the machinery and equipment supplied to the purchaser for a duration of five years, encompassing the warranty period. This obligation extends to both hardware and software components utilized in the data management, performance management, and analytical aspects of the sports science center.
- (vi) The supplier is required to provide an UP-TIME warranty of 95% during the warranty period. If the downtime exceeds 5% per year, the warranty period will be extended by double the downtime period.

**6.6.5 Center Operation time:**

The normal operation hours of the center will be from 07:00 am to 07:00 pm. However, in the event of sports events of National or International repute, the HIGH-PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC) is required to provide services beyond the normal operating hours as a special case. Nonetheless, a break period will be observed from 1:00 pm to 3:00 pm.

7. Instruction to Bidders

7.1 Eligibility Criteria

S. No.	Parameter	Criteria
1	Legal Entity	1. Bidder should be a registered legal entity recognized under the legal statute of the country including any Company, Partnership firms/LLP. 2. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status
2	Experience	Should have expertise in running/providing service to similar sportsscience centre or high- performance center projects for more than 3years at the National or State Level.
3	Turnover	The bidder should have an average annual turnover of at least <b>INR 10 Cr.</b> over last three financial years from their business.
4	Relevant Experience	The bidder should have prior experience in establishing andrunning at least 3 sports science or high- performance center in last 10 Financial years ending March 2023 of value more than INR 5 Crore each. (Documents authenticating the data will only be considered)
5	Fit and Proper Person	Bidder should be Fit and Proper person as per the criteria defined in this RFP document. (Kindly refer point 29 and furnish necessary documents for the same)

**7.2** An intending bidder must have the valid Digital Signature Certificate (DSC) of Class-III for processing this e-Tender through the e-Procurement Portal “**jharkhandtenders.gov.in**”, and has to register in the portal. The bidding documents can be downloaded from “**jharkhandtenders.gov.in**” and the bids will have to be submitted online as per the Critical Date Sheet.

**7.3 Bid preparation cost:** The Bidder is responsible for covering all costs associated with the preparation and submission of its Bid. These costs include, but are not limited to, expenses related to preparation, copying, postage, delivery fees, and any expenses associated with demonstrations or presentations required by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND. Regardless of the conduct or outcome of the Bidding Process, all such costs and expenses incurred by the Bidder will remain the responsibility of the Bidder, and DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND shall not be liable for them in any manner.

**7.4** The bidder is required to thoroughly review all instructions, forms, terms, and conditions outlined in the RFP document. Failure to provide all the information requested by the RFP document or submission of a tender that does not substantially adhere to the requirements outlined in the RFP document in every respect will be at the bidder's own risk. Such failure may lead to the rejection of the bid.

**7.5** Bidding in the form of a consortium is not permitted.

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

**7.7** The Bid Documents will be distributed to the agencies via email, and there will be no sale of hard copies of the bid documents. The Bid Processing Fee must be paid at the time of bid submission, unless exempted by the competent authority.

**7.8 Bid Processing Fee**

The Bidder shall pay a non-refundable amount (“Tender Processing Fee”), indicatedin 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.

**7.9 Earnest Money Deposit (EMD)**

**7.9.1** As part of their Technical Proposal, bidders are required to submit an Earnest Money Deposit (EMD), the amount and mode of payment of which are specified in the Data Sheet. It is clarified that DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND will not be liable to pay any interest on the EMD deposit, and the deposit will be interest-free.

### 7.9.2 Return of EMD

The Earnest Money Deposit (EMD) of technically disqualified bidders will be returned after the declaration of the list of technically qualified bidders. For other unsuccessful bidders, the EMD will be refunded after the signing of the Agreement with the Successful Bidder.

**7.9.3** The Earnest Money Deposit (EMD) of the Preferred Bidder will be returned once the Preferred Bidder furnishes the Performance Security.

### 7.9.4 Forfeiture of EMD:

The Earnest Money Deposit (EMD) shall be forfeited and appropriated by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND as genuine pre-estimated compensation and damages payable to DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND under the following conditions:

- i) If any document submitted by a Bidder as part of the bid is found to be not genuine, forged, or if any claims, confirmations, statements, or declarations of the Bidder are found to be incorrect or inconsistent, or if there is any material misrepresentation of facts during the bid evaluation process.
- ii) If the Preferred Bidder fails to acknowledge and return a signed copy of the Letter of Acceptance (LOA) or Agreement within the specified timeframe.
- iii) If the Preferred Bidder fails to submit the Performance Security within the specified timeframe.
- iv) If a Bidder withdraws its bid before the completion of the bidding process during the bid validity period.
- v) If the Bidder breaches any terms of the RFP.
- vi) If the Preferred Bidder does not comply with the requirements of the Financial Bid.
- vii) If the Technical Proposal of a Bidder contains any information on the Financial Proposal of the Bidder.

**7.9.5** In case of cancellation of the RFP before bid opening date and time, the EMD shall be refunded to respective Bidder's account.

**7.10 Bid validity period:** The bid shall initially remain valid and binding on the Bidder for a minimum of 180 (One Hundred Eighty) days from the Bid Due Date, as specified in the Schedule for the RFP. Any bid with a shorter validity period will be rejected by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND. However, under exceptional circumstances, DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND may request in writing for Bidders to extend the bid validity period of their bids. If a Bidder refuses DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND's request to extend its bid, the Earnest Money Deposit (EMD) of such Bidder will be returned, but their bids will not be evaluated further.

**7.11 Issue of clarifications:** Bidders may send their queries as per the format attached at 'Annexure- A' to the following address in writing by e-mail:

**Director,**  
**Department of Sports & Youth Affairs,**  
**Birsa Munda Football Stadium, Gate 28/29,**  
**Morabadi, Ranchi, Jharkhand – 834 008**  
**Email: [directorsportsjharkhand@gmail.com](mailto:directorsportsjharkhand@gmail.com)**

Queries received after the last date for sending queries, as per the Schedule for the RFP, may not be considered by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND. Responses to the queries received will be emailed by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND to the agencies and will also be considered part of the RFP documents. However, the source of the queries will not be mentioned. DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND will make every effort to respond to the queries raised or

clarifications sought by the Bidders. However, DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND reserves the right to not respond to any query or provide any clarification at its sole discretion. This clause does not compel or require DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND to respond to any query or provide any clarification.

#### **7.12 Pre-Bid Meeting**

- 7.12.1** To clarify and discuss issues with respect to the RFP Document, a “Pre- Bid Meeting” will be held as per the details provided in Clause 1 - Schedule for the RFP.
- 7.12.2** A maximum of two (02) officials or representatives from each Bidder are permitted to attend the pre-proposal meeting. All costs associated with attending the pre-proposal meeting, including travel and accommodation, shall be borne by the Bidder. The purpose of this meeting is to clarify and address any doubts or difficulties of the Bidders.
- 7.12.3** Attendance of the Bidders at the Pre-Bid Meeting is not mandatory. DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND 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.
- 7.12.4** In case of any change in the schedule of the Pre-Bid Meeting, the same will be communicated to Bidders by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND.

**7.13 Issue of corrigendum / amendment:** At any time prior to the Bid Due Date, DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND 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 part of the RFP document.

**7.14 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 DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND;
- iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFP documents or furnished by or on behalf of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND 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 DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND) and performance of all of its obligations thereunder;
- v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information 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 DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND;
- vi) agreed to be bound by the undertakings provided by it under and in terms; and DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND 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 DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND.

**7.15 Right to accept or reject any/ all bids:** Notwithstanding anything contained in the RFP, DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND 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. Furthermore, DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND reserves the right to annul the Bidding Process and/or 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 DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND's action. The decision of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND shall be final and binding in this regard. DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND also 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.

**7.16 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.

#### **7.17 Format and Signing of Bid**

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

**7.17.2** The bid shall contain no alterations, omissions or additions except those to comply with an instruction issued by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND or are necessary to correct errors made by the bidder, in which case such corrections shall be signed by the person signing the bid.

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

**7.18 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 the Indian National Rupee (INR/₹).

#### **7.19 Bid to be submitted by Bidders:**

**7.19.1** The bidder shall submit their proposal both online (on email: **directorsportsjharkhand@gmail.com**) and offline (hardcopy) under two bid-basis i.e. Technical Bid (One Original hard copy and One Soft Copy in a pen drive) shall be enclosed in one sealed envelope superscribed '**Technical Proposal (Name of the Bidding Entity) - RFP for Establishment and Operation of High-Performance Sports Science Centre in Ranchi**'. The Financial Bid (One Original hard copy), shall be enclosed in another sealed envelope superscribed '**Financial Proposal (Name of the Bidding Entity)- RFP for Establishment and Operation of High-Performance Centre in Ranchi**'.

**7.19.2** Both the envelopes complete in all respect should be enclosed in separate sealed outer envelope superscribed '**Technical and Financial Proposal (Name of the Bidding Entity) – RFP for Establishment and Operation of High-Performance Centre in Ranchi**'.

**7.19.3** The sealed envelope should reach the address: Directorate of Sports & Youth Affairs, Birsamunda Football Stadium, Gate No: 28/29, Morabadi, Ranchi, Jharkhand – 834 008. The Bids that are unsealed or are submitted beyond the stipulated date and time under any circumstances whatsoever will not be considered.

**7.19.4 Technical Bid:** 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 RFP. The Technical Bid shall 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 (if present)
2	Declaration by the Bidder
3	Proof of payment of Bid Processing Fee
4	Proof of payment of EMD/ documents related- to exemption from the same
5	Up-to-date Income Tax Return for last 3 (three) financial years
6	Bank Soundness Certificate as a proof of financial competence
7	Annual Turnover Certificate during last 3 (three) financial years, duly certified by the Chartered Accountant and supported by balance Sheet/audited Statement
8	Experience in taking up similar sports science or high- performance center projects in India
9	Tender Submission Letter

**7.19.5 Financial Bid:** The Financial Bid shall be submitted both in word & figure. The Bidder shall quote the rate as per the Financial Bid format in Annexure VII and in case of any discrepancy between the word and figure of the quoted rate, the rate mentioned in word shall prevail.

## **7.20 Late and Delayed Bids**

**7.20.1** Any bid received by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND after the deadline for submission of bids, as stipulated above, shall not be considered.

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

- i) 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.
- ii) The Technical Bid is not accompanied by all the documents required to be submitted in terms of this RFP document as per Clause 7.20.4
- iii) 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);
- iv) The Technical Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- v) It is otherwise substantially/ materially in deviation of the terms and conditions of the RFP document.

**7.22** DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND may waive any non-conformity in the Bid that does not constitute a material deviation, reservation, or omission. Additionally, DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND may request that the Bidder submit information or documentation within a reasonable period of time to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Financial Bid. Failure of the Bidder to comply with the request of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND by the specified date may result in the rejection of its Bid. However, DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND is not bound to waive such non-conformity under this Clause 7.21.

**7.23 Formation of evaluation committee:** DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND 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. Opening of Bids:** The Bids shall be opened as per the schedule indicated in Schedule for the RFP.

a. The bid shall be evaluated in 2 (two) stage i.e. Technical & Financial.  
The evaluation would consist of following phases:

- Phase I : Evaluation of Technical Bids**
- Phase II : Evaluation of Financial Bids**

**8.1 Evaluation of Technical Bids:**

- 8.1.1** 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 7.22), objections, conditionality or reservations.
- 8.1.2** A Technical Bid which is not substantially responsive, may be rejected by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 7.22 of the Material deviation.
- 8.1.3** If required, DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND may ask Bidders to provide clarifications on their bid or provide shortfall documents. Such clarifications shall be submitted by the Bidder in format as communicated by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND. 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 DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND or submission of any additional documents, not specifically asked for by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND will be allowed and even if submitted, they may not be considered by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND.
- 8.1.4** The responsive Technical Bids shall then be evaluated in detail to determine whether they fulfil the other requirements of the RFP, such as submission of all the requisite documents as listed in Clause 7.20.4 of Technical Bid.
- 8.1.5** The Technical Bids which fulfill the above criteria shall be evaluated further in accordance with the Technical Evaluation Criteria and a Technical Score shall be assigned to each such Technical Bid. Technical Bids which do not fulfil the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. Technical Bids which fulfill the above criteria, and which receive a score of 70 (seventy) or higher out of 100 shall be considered to be technically qualified bids.
- 8.1.6** The Technical Bid will be analyzed and evaluated and the Technical Bid marks shall be assigned to each bid on the basis of following evaluation matrix-

Sl. No	Criteria	Maximum Marks	Marking Scheme	Document/ Evidence Required
<b>1) Experience of the firm- 40 Marks</b>				
1A	Number of projects wherein sports manpower/ Human Resource has been provided as per the award within the stipulated time frame.	10	2 marks per project (Max 10 marks)	Relevant contract agreement/ Work Order/ Completion certificate



1B	Previous experience in taking up Sports Science or High-Performance Center Projects	15	5 marks per project (Max 15 marks)	Relevant contract agreement/ Work Order/ Completion certificate
1C	Mega Infrastructure Projects done	05	2.5 Marks per Project (Max 05 Marks)	Relevant contract agreement/Work order/ Completion certificate
1D	Satisfactory Certificate for work completion/ Letter of Appreciation	05	1 Mark per certificate (Max 05 Marks)	Document must be signed and stamped by the issuing authority.
1E	Quality Certificates CE, US FDA (For the proposed equipment)	05	-	In case the bidder is a distributor, then the certificates from the OEM are required
<b>2) Technical Presentation- 60 marks</b>				
2A	Best practices followed at existing HIGH PERFORMANCE SPORTS SCIENCE CENTRE (HPSSC)s/ Sports Science Centres	10	The technical presentation shall be made by the Agency's Single Point of Contact appointed for this assignment.	
2B	Approach, methodology and work plan	20		
2C	Reporting methodology	10		
2D	Awards and certifications (Operation of High Performance Centres)	10	(2 Mark each, Total 10 Marks)	
2E	75% of the Scientific Staff provided on the launch day & Written commitment to provide the remaining 25% of staff within 3 months  Note: Detail presentation must be given on the plan to deploy the manpower.	10 (5+5)	Agency providing the Letter of Award must submit progress reports every 15 days to the Directorate of Sports & Youth Affairs regarding the provision of the remaining 25% of staff	
<b>Total</b>		<b>100</b>		

#### 8.1.7 Analysis of Technical Bid

- a. The technical evaluation will have minimum qualification score (i.e. 70%) and only those Technical Bids receiving marks greater than or equal to cut-off marks will be eligible for consideration in Financial Bids. If required, the Authority may seek specific clarifications from any or all bidder(s) at this stage. The Authority shall determine the Bidder that qualify for the next phase after reviewing the clarifications provided by the bidder(s).
- b. The Authority reserves the right to modify the evaluation process at any time during the bid process, without assigning any reason, whatsoever and without any requirement of intimating the bidder of any charge. At any time during the process of evaluation, the Authority may seek specific clarification from any or all Bidders
- c. Non-availability of any essential documents shall lead to non-qualification of Technical Bid.

## 9. Opening of Financial Bid

9.1 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.

9.2 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.

**10. Successful Bidder:** The L1 bidder shall be recognized as Successful Bidder and will be issued the LOA. DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND reserves the right to negotiate the price with the Successful Bidder before issue of the Letter of Award (LOA). The Successful 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 Successful Bidder shall be forfeited. Further, the Bidder is determined to be qualified to perform the contract satisfactorily. The Authority shall, however, not bind itself to accept the qualified bid or any bid and reserves the right to accept any bid, wholly or in part.

**11 Signing of Agreement:** Within 7 (seven) days of receipt of the signed copy of the LOA, along with the Performance Security, the Agreement shall be signed by the Qualified Bidder, failing which the Performance Security shall be forfeited and appropriated by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND. In such a case, DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND reserves the right to approach the technically qualified Bidder(s) who has secured the next position (L2) to negotiate terms and on acceptance of the same, issue a fresh LOA to such Bidder and proceed with such Bidder. Upon signing of the Agreement, the Qualified Bidder shall be considered to be the "Successful Bidder". Failure of the Successful Bidder to comply with the requirements of the above clauses shall constitute sufficient grounds for the annulment of the award and other actions as deemed necessary.

11.1 DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND 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.

11.2 DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND 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.

**12 Performance Security:** The successful agency will have to execute a **Performance Guarantee @ 3% of the total bid value**, in the form of Bank Guarantee in the specified format at Annexure – VI in favour of the "Director, Directorate of Art- Culture, Sports & Youth Affairs, Jharkhand," at the time of receiving the work order. The Performance Guarantee should remain valid for a period of 60 days beyond the date of completion of the works.

## 13 MANPOWER REQUIREMENT

- 13.1. Bidder shall provide required number of skilled personnel each responsible for a specific role within the system, Bidder must provide clear definition of the role and responsibility of each individual personnel as part of its proposal. In the event of unsatisfactory performance from the manpower provided, the Directorate will notify the agency. Subsequently, within 6 weeks, the agency must supply replacements for the staff. The replacement process must commence within 7 days of notification from the Directorate.
- 13.2. Bidder shall have a defined hierarchy and reporting structure for various teams that shall be part of the project.
- 13.3. DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND reserves the right to interview all the proposed resources before accepting deployment in the project.
- 13.4. Bidder shall use commercially reasonable efforts to ensure it retains the services of its Key resources, including provisioning of competitive compensation, benefits and other conditions to its Resources to incentivize them to remain in Bidder's employment.
- 13.5. Bidder shall not make any changes to the composition of the Key resources and not require or request any member of the Key resource to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND that would have the same effect):

- 13.6. Unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
- 13.7. Without DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND's prior written consent.
- 13.8. In case the resource has resigned then the bidder must inform within one week of such resignation.
- 13.9. Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key resource is not vacant for any longer than 10 days, subject to reasonable extensions requested by Bidder to DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND.
- 13.10. Before assigning any replacement member of the Key Resources to the provision of the Services, Bidder shall provide DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND with: Curriculum vitae and any other information about the candidate that is reasonably requested by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND; and an opportunity to interview the candidate.
- 13.11. The bidder must provide replacement resource who score at least the same marks as the resource proposed originally on the same evaluation parameters defined in this Term of Reference document.
- 13.12. If DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative resource.
- 13.13. During the implementation of the project, there will be a fortnightly review /regarding the progress of the project during which all the resources should be present.
- 13.14. The bidder will be responsible to provide resources with laptops enabled with required tools related to work and development environment for completing this engagement.
- 13.15. The Bidder will immediately provide for replacement of resources in the event if DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND is not satisfied with the resource.

#### 14. TERMS OF PAYMENT

14.1 The payment under this Contract shall be released by the Purchaser after due scrutiny, verification of documents submitted by supplier. Payment will be made by Electronic Clearing Systems (ECS) to the Supplier's nominated bank account. The method and conditions of payment to be made to the Supplier shall be as follows:

##### a. Goods/Equipment

- i. **On Delivery:** Eighty (80) percent of the Contract price of the Goods/Equipment delivered to the consignee shall be paid in advance.
- ii. **On successful installation, commissioning and testing of equipment:** Remaining Twenty (20) percent of the Contract price of Goods received shall be paid within 30 days of receipt of Final Acceptance Certificate issued by the Consignee.

##### b. Civil works:

100% payment after successful completion of the works. However, contractor may opt for Running Works Bill as per the APWD/CPWD code.

##### c. Operational/Maintenance cost for 5 years: (With adjustments to annual inflation)

Operational cost for the first quarter will be released prior to the date of inauguration. The Service provider shall provide bills against the expenditure for the operations and running of the High Performance Sports Science Centre at the end of the quarter.

14.2 Time and quality shall be the essence of the contract.

14.3 Any delay incurred from the part of service provider against the above defined timelines will not be considered for payment by the purchaser. Such payments will attract penalty as per [Clause 16](#). In no circumstance, any payment excess to the contractual obligation will be made to the service provider.

14.4 Payment must be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at source) as per the current Income-Tax Act and /or any other Govt. Orders / rules. The service provider shall be liable for taxes such as GST or any other applicable tax.

14.5 Service Provider has to take all overhead costs into consideration while submitting the bid.

## 15. OTHER TERMS AND CONDITIONS OF THE BID

- 15.1.1. All information / details submitted to DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.
- 15.1.2. Save as expressly authorized by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND in writing, the Service Provider shall not, without the prior express approval of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND, incur any liabilities on behalf of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND, pledge the credit of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND or make any representations or give any warranty on behalf of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND.
- 15.1.3. The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND.
- 15.1.4. The Bidder must strictly comply with all terms and conditions herein. DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND reserves the right to call upon any or all the Bidders to satisfy DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND may call upon any or all the Bidders to make a presentation to DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or otherwise neglects to make such presentation to DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND shall not be considered for any further evaluation and shall stand immediately disqualified.
- 15.1.5. The Service provider may subcontract part of the Services to an extent and with such Key Experts and Sub-service providers as may be approved in advance by the Client. Notwithstanding such approval, the Service provider shall retain full responsibility for the Services.
- 15.1.6. DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND is under no obligation to declare the Bidder quoting the lowest Fees as the successful Bidder. The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract.
- 15.1.7. The Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND, such offices and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of work.
- 15.1.8. Privileges: The following privileges shall be extended to the Service Provider:
  - a. Performance certificate to be issued by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND to the Service Provider upon the satisfactory discharge of its services in respect of each Phase of the project.
  - b. Successful completion certificate to be issued by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND after completion of contract to the satisfaction of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND.
- 15.1.9. Governing Law and Jurisdiction: The RFP and the relationship between the Bidder and DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND shall be interpreted in accordance with the laws of India. The courts of Ranchi shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and

**DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND.**

- 15.1.10. It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/bought over by another company, except with the prior written approval and terms and conditions of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND and subject to the condition that all the obligations and execution responsibilities under the agreement with DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND, should be passed on for compliance by the new company in the negotiation for their transfer. Further, the Lead member cannot be changed except with prior written approval of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND. Any such change should be brought to the notice of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND within 30 days of such change. In case of non-compliance, the award/ bid process shall be terminated with immediate effect. DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach of contract, has misrepresented or becomes bankrupt or otherwise insolvent, and/or DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND is not satisfied with the work of the Bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND. However, in the event DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND, wishes to terminate for convenience, it shall serve a notice period of 30 days to the Bidder, without any cost and/or liability.
- 15.1.11. The bidder must monitor and deploy sufficient skilled manpower to complete the deliverables as per timelines mentioned in Scope of Work. However, the manpower as deployed by the Bidder, shall remain in the employment of the Bidder for all purposes and there shall be no employer-employee relationship between DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND and personal employed by the Bidder. The relationship between DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND and the Bidder shall be on principal basis only.
- 15.1.12. The bidder has to ensure proper deployment of resources at site during all phases and the deployment plan should be approved by the purchaser in advance.
- 15.1.13. It will be responsibility of the bidder to ensure and verify the educational qualifications and experience of the resources deployed in DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND.
- 15.1.14. The bidder shall be responsible for ensuring timely payment to the resources deployed in the project and complying to all laws of the land including statutory liabilities while doing the same.
- 15.1.15. The bidder is required to ensure the availability of Manpower as mentioned in Clause 14 of this RFP and any unauthorised absence of resources for a period of more than 1 week after requirement will attract penalties.

**16. PENALTY**

16.1 In case the Service Provider fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND reserves the right to impose the penalty as detailed below: -

- For bidder proposing delivery of equipment and its installation in 8 months: 0 Penalty.
- of payment for work order/agreement per day subject to a maximum 10% for the project.
- For bidder proposing delivery of equipment and its installation in 10 months: 0.60% of payment for work order/agreement per day subject to a maximum 12% for the project.
- For bidder proposing delivery of equipment and its installation in 12 months: 0.75% of payment for work order/agreement per day subject to a maximum 15% for the project.

- 16.2 If delay continues beyond, what is stipulated in 16.1 above DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND reserves the right to:
- i. Cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND.
  - ii. The Service Provider shall be debarred from participating in such type of tender and the Performance Security may also be forfeited / invoked, if so warranted.
- 16.3 No Penalty will be imposed for delay attributable to DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND or reasons or reasons which fall within the definition of Force Majeure as per [clause 23](#) of this RFP.
- 16.4 The Purchaser will make payment after necessary deductions of penalty. Bidder shall follow the holiday calendar of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND and leaves will be deducted on pro-rata basis, if the resources are proposed to be deployed on site as per deployment plan.
- 16.5 For delay in service deliverables reasons not pertaining to selected bidder, the Purchaser shall take decision on extension of such timelines and levy of penalty. However, in the event DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.
- 16.6 For service delays, reasons not pertaining to the selected bidder, the Purchaser may consider extension of the service delivery timelines. The selected bidder shall highlight the delays in writing to the Purchaser.

## 17. GENERAL TERMS AND CONDITIONS OF CONTRACT

- 17.1 Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services / supplies to DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND, shall invite all or any actions / sanctions, as the case maybe. The decision of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to put pressure of any kind, may disqualify the bidder for the present RFP and the bidder may also be liable to be debarred from bidding for DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND / DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND RFPs in future for a period of at least three years.
- 17.2 DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND reserves the right to modify and amend any of the stipulated condition/criterion given in this RFP, depending upon project priorities vis-à-vis urgent commitments.
- 17.3 DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND also reserves the right to accept/reject a bid, to cancel/abort RFP process and/or reject all bids at any time prior to award of work without thereby incurring any liability to the affected agencies on the grounds of such action taken by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND.
- 17.4 DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND may not award any work to the any bidder at its own discretion without assigning any reason thereof.
- 17.5 Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 17.6 The decision of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND arrived during the various stages of the evaluation of the bids is final & binding on all bidders. Any representation towards these shall not be entertained by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.
- 17.7 In case the bidder is found in-breach of any condition(s) of RFP at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- 17.8 Any attempt by bidder to bring pressure towards DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND's decision making process, such Bidder shall be disqualified for participation in the present RFP and those Bidders may be liable to be debarred from bidding for DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND tenders in future for a period of three years.
- 17.9 Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on DIRECTORATE OF SPORTS & YOUTH AFFAIRS,

JHARKHAND.

- 17.10 Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained. DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.
- 17.11 Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document, shall be short-listed for further evaluation.
- 17.12 It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to barring of the bidder from all Directorate of Sports & Youth Affairs, Jharkhand or any of its subsidiaries tenders/RFPs for a period of 15 (fifteen) years.
- 17.13 Bidders are requested to share information which is true and based some tangible proofs.

## **18. PATENTS, COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS, SOURCE CODES**

- 18.1 Intellectual Property Rights for any software property and documents (including source codes, databases, documents, training manuals, course content, etc.) developed for this project shall reside with the Purchaser perpetually for all purposes. The Intellectual Property Rights of all software code, data, algorithms, documentation, manuals, etc., generated as part of the implementation of this project shall solely belong to the DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND/Purchaser.
- 18.2 The Bidder must ensure that there is no infringement of any Intellectual Property Rights (IPR) of third parties. However, if a third-party claims that a product delivered by the Bidder or to the Purchaser infringes on that party's patent, copyright, or any form of IPR, the Bidder shall indemnify DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND/Purchaser fully in this regard. The Bidder shall also defend the Purchaser against such claims at the Bidder's expense and shall pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Bidder.
- 18.3 The Bidder agrees and acknowledges that all Intellectual Property Rights of work created by the Bidder in pursuance to this RFP/Tender Documents shall stand vested in favour of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND for all purposes.

## **19. HANDOVER**

- 19.1 The selected bidder shall prepare a handover policy which shall be approved by Purchaser.
- 19.2 The handover shall be done by Purchaser at the end of the contract as per the policy document and other remedial changes required if any at the end of the contract period with the approval of Purchaser.
- 19.3 Handover shall include all course material (soft and hard copies), video tutorials if any and any related documents.
- 19.4 Non-compliance may lead to forfeit of due payments and performance security/bank guarantee, and other necessary action as may deem fit to Purchaser.

## **20. REPRESENTATIONS AND WARRANTIES**

- 20.1 DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND, along with its employees, representatives, and advisers, make no representation or warranty and shall have no liability to any person, including any Bidder, 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. This includes 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.
- 20.2 DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND 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.
- 20.3 The Bidder represents that all the information provided is truthful and without concealment of any facts. If, at any stage, it is found that any information given by the Bidder is false, incorrect, or concealed, then DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND shall have the absolute right to take any action deemed fit,



including but not limited to dropping the Bidder from consideration for the award of work and/or blacklisting, without incurring any liability to the affected bidder(s) on the grounds of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND's action.

20.4 The Bidder represents that no effort has been used by the Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing. Such effort shall result in non-consideration / rejection of its Bid.

## 21. INDEMNIFICATIONS AND LIABILITIES

21.1 The bidder shall fully indemnify, hold harmless, and defend DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third-party claim, including claims for infringement of Intellectual Property Rights, which arise out of or relate to:

- i. any breach of any representation or warranty of the bidder contained in the RFP,
- ii. any breach or violation of any covenant or other obligation or duty of the bidder under this RFP. DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

21.2 DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND action.

21.3 The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND, or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder, and DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.

21.4 The Successful Bidder shall at all times indemnify and keep indemnified DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND against all claims/third party claims/damages etc. For any infringement of Intellectual Property Rights (IPR) while providing its services under the Project.

21.5 The Successful Bidder shall at all times indemnify and keep indemnified DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND against any claims for damages or compensation payable as a consequence of any accident, demise, or injury sustained or suffered by its (the Successful Bidder's) employees or agents, or by any other third party, resulting from or by any action, omission, or operation conducted by or on behalf of the Successful Bidder.

21.6 The Successful Bidder shall at all times indemnify and keep indemnified DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND against and any claims by Employees in respect of wages, salaries, remuneration, compensation or the like.

21.7 All claims regarding indemnity shall survive the termination or expiry of the Contract.

## 22. TERMINATION

22.1 DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND may terminate the Service Agreement by serving written notice:

- a. Immediately in case the Bidder/Service Provider is in breach or fails to remedy breach in the performance of its obligations hereunder. DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND may provide a within 30(Thirty) day notice to cure the defect, however failure to cure the defect within 30 days or any



within further period as the DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND may have subsequently approved in writing, shall render the termination of the contract;

- b. In the event services of the Bidder are not satisfactory or up to the mark;
- c. If the Bidder/Service Provider becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement;
- d. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings.
- e. If the Service Provider is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement;
- f. If the Service Provider submits to DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND a false statement which has a material effect on the rights, obligations or interests of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND;
- g. Any other reason as deemed fit by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND

## 23. FORCE MAJEURE

23.1 For purposes of this Clause, “Force Majeure” means an event beyond the control of the Successful bidder and not involving the Successful bidder’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics quarantine restrictions lockdowns and freight embargoes. The Successful Bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.

23.2 If a Force Majeure situation arises, the Successful Bidder shall promptly notify DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND, Jharkhand in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND, Jharkhand in writing, the Successful Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND may at its option terminate the contract without any financial repercussion on either side.

23.4 In case due to a Force Majeure event DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND, Jharkhand is unable to fulfil its contractual commitment and responsibility, DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND, Jharkhand will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub- paragraphs.

## 24. DISPUTE SETTLEMENT MECHANISM

24.1 All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND and the Successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

24.2 If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND, Jharkhand or the Successful Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996, as amended, the rules there under and any statutory modifications or re-enactments thereof and the award of such Arbitration Tribunal shall be enforceable in Indian courts only. In the case of a dispute or difference arising between DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND and a Successful Bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The award of the arbitrator will be final and binding on the parties to the

Contract. The fees and the procedure of the Arbitration proceeding shall be in accordance with the prevailing policies of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND.

24.3 Venue of Arbitration: The Sole Arbitrator shall have its seat in Ranchi.

24.4 The Arbitration proceedings will be in English Language.

24.5 Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

24.6 The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND's Arbitration proceedings.

24.7 All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the High Court at Ranchi.

## 25. APPLICABLE LAW

25.1. The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

## 26. RESERVED RIGHTS

26.1 DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND reserves the right to;

- i. Accept/reject any of the RFP clause in full or part without assigning any reason thereof.
- ii. Revise the requirement at a later stage as and when required.
- iii. Amend, modify, relax or waive/delete any of the conditions/ scope of work stipulated in the RFP wherever deemed necessary, even after award of work.

26.2 In the event of any misstatement or misrepresentation being discovered or detected in the information furnished from the documents submitted by the Bidder in response to this RFP or at any later stage, or in the event of any contravention by the Bidder of any condition or criterion stipulated, DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND shall terminate or cancel the appointment / engagement of the Bidder, and nothing shall be payable or be paid by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND to the Bidder as compensation/damages or penalty;

26.3 DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND decides to cancel the RFP process or for any reason whatsoever.

26.4 The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal or costs incurred for providing any additional information required by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND to facilitate the evaluation process.

26.5 The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:

- Understood and examined the extent of the Rights, scope of Work and other information made available in writing by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND, for the purpose of this RFP;
- Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
- Satisfy itself as to the correctness and sufficiency of the RFP.
- Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND or any of its government partners in relation to this RFP. Any clarifications and all information will be via e-mail only to DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND.Jharkhand@Jharkhand.gov.in No queries shall be entertained by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND after scheduled date and time mentioned in Bid schedule of the RFP.

## 27. CORRUPT OR FRAUDULENT PRACTICES

27.1 It is required by all concerned namely the Bidders/Successful Bidders etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND: -

- i. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- ii. Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.

27.2 DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND reserves the right not to conclude the Contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.”

## 28. CONFIDENTIALITY

28.1 The Bidder agrees and acknowledges that this RFP is confidential and the Bidder, by downloading the RFP document, agrees and undertakes that nothing contained in this RFP shall be disclosed in any manner whatsoever, except to the financial and legal advisors of such Bidder. The undue use by any Bidder of confidential information related to the Bid process may, at the sole discretion of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND, result in the rejection of its Bid. The Bidder shall further ensure that such financial and legal advisors or any other employees, representatives of the Bidder maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.

28.2 The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND. The Bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the Bidder and DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND or its successors or assignees, including work product prepared at DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND's expense, for other clients of the Bidder without the prior written approval of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND. The Bidder is not authorized to identify DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND as a client for the purposes of marketing or for advertising, without the prior written approval of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on behalf of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND or any copies thereof to DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship with DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND without the prior written approval of DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND.

28.3 All information and documents that are furnished by the Bidder will be treated as strictly confidential by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND and shall not be disclosed by DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

**29. Conditions for Fit and Proper Person:** For the purpose of determining whether a Bidder is a 'Fit and Proper Person', DIRECTORATE OF SPORTS & YOUTH AFFAIRS, JHARKHAND may take the indicative criteria mentioned below:

- a. Financial integrity of the Bidder;
- b. Ability of the Bidder to undertake all obligations set out under this RFP;
- c. Absence of convictions or civil liabilities against the Bidder;
- d. Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment is still existing;
- e. Absence of any disqualification as specified below:
- f. Conviction of the Bidder or any of its respective directors, partners, executives or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud or any offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code, or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract;
- g. Admission of an application for winding up or liquidation under the Insolvency and Bankruptcy Code, 2016 (IBC) or any Applicable Laws against the Bidder or any of its or their respective directors and partners;
- h. Any action or proceeding being initiated under the Insolvency and Bankruptcy Laws under the Applicable Law, including but not limited to declaration of Insolvency or Bankruptcy, disqualification or de-recognition by any professional body being initiated against the Bidder;
- i. Current or previous banning of the Bidder or its respective directors, partners, executives or key managerial personnel by the governing body of any sport from involvement in the administration of or any form of participation in such sport, for any reason;
- j. Default by The Bidder or any of its or their respective directors, partners, executives or key managerial personnel of any of its obligations to a financial institution or has defaulted on any of its obligations to a financial institution in the last 3 (three) financial years;
- k. The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.

### **30. Inspection, Testing and Quality Control**

- (i) The Contractor should satisfy himself that the stores/goods are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores/goods before actually delivering the same to the consignee.
- (ii) In normal course the Stores/goods will be supplied by the contractor on the basis of Manufacturers own pre-dispatch Inspection Certificate. However, purchased goods accepted by the purchaser/consignee and/or its authorized representative during inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the Warranty Clause -14 of GCC.
- (iii) The Purchaser and/or its nominated representative(s) may, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications incorporated in the contract. The Purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging of Purchaser and/or its nominated representative(s) will be borne by the Purchaser and/or its nominated representative(s). However, if no pre-inspection has been carried out by the purchaser, it shall have the right to inspect the same at its own premises as provided in below provisions.
- (iv) For such inspections and tests which are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- (v) If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications

and standards, as required, free of cost to the Purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

- (vi) If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.
- (vii) The purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.
- (viii) Latest lab-test report from authorized/accredited lab not later than a year old from Government or Government approved lab of each item quoted conforming to specifications as mentioned in Section VI. (If not applicable in the case of bidder firm from foreign country, lab-test report not later than a year old from accredited lab of the Authorized International Agency. Their in-house lab of each item quoted conforming to specification as mentioned in section VI.

### **31. Prices**

Prices to be charged by the supplier for supply of goods in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its Bid and incorporated in the contract.

### **32. Taxes and Duties.**

Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted goods to the purchaser. Only statutory variations on finished product if stipulated in Contract shall be allowed to the extent of actual payment by the Supplier. Local Duties & Terminal Taxes, etc.

## **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 their contractual obligations.

1.2. "Service Order" or "Contract" or "Agreement" shall mean the Service 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 DSYA (Directorate of Sports & Youth Affairs).

1.4. "Service provider" or "Contractor" shall mean a firm or company with whom the Service is placed and shall be deemed to include the supplier in successors (approved by DSYA), representatives, heirs, executors, administrators, and permitted assignees 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 the Service.

**ANNEXURE 'II' | BID SUBMISSION FORM**

To,  
The Director,  
Directorate of Sports & Youth Affairs, Jharkhand  
Ranchi, Jharkhand – 834 008  
**Sub:** “Establishment and Operation of High-Performance Centre in Ranchi”

Dear Sir,

In response to the Request for Proposal (RFP) issued on [Insert Date] regarding the establishment of a High-Performance Sports Science Centre in Ranchi, and subsequent clarifications provided by the DSYA, Jharkhand, I/we, \_\_\_\_\_, after a thorough examination of all the pertinent documents and fully understanding their stipulations, are hereby submitting our proposal to collaborate with the Directorate of Sports & Youth Affairs, Jharkhand, as the service provider for this initiative, in accordance with the terms laid out in the RFP.

1. I/We affirm that the information presented in the proposal and its appendices is accurate and truthful, and all attached documents are authentic copies of the original.
2. This statement is specifically for the aforementioned RFP and for the association with DSYA on this project.
3. I/We are prepared to furnish DSYA with any further details it might find necessary or wish to verify concerning the proposal.
4. I/We understand and accept that DSYA reserves the right to reject the proposal at its discretion without providing reasons, and I/we relinquish any claim to contest such a decision.
5. I/We agree that the bid remains valid for acceptance for a period of 100 days or any extension thereof. I/We also confirm our commitment to adhere to this bid within the stated period, acknowledging that this bid, coupled with your acceptance within the same timeframe, would constitute a binding agreement between both parties. I/We concede that DSYA has the right to seize the EMD or performance security without contestation from us in the event of any contravention of the RFP/Agreement terms by our side.
6. I/We certify that neither we nor our associates have experienced contract failure, been expelled, or had contracts terminated by public authorities due to non-performance in the past three years.
7. I/We meet the “Fit and Proper Person” criteria detailed in the RFP.
8. I/We recognize that DSYA has the discretion to halt the selection process at any point, is not obligated to proceed with any proposal received, nor to appoint a Bidder, without incurring liabilities to the participants.
9. The undersigned is duly authorized to submit this proposal (enclosing Power of Attorney/Board Resolution for verification).
10. I/We assure the accuracy of the provided information and accept full responsibility for any discrepancies or inaccuracies found. I/We understand such findings could result in the rejection of our bid.

I hereby declare:

- a. I/We fully understand and accept the RFP documents, including any amendments issued by DSYA;
- b. I/We commit to ethical conduct, with no engagement in any form of corrupt, fraudulent, coercive, undesirable, or restrictive practices in dealings with DSYA or any governmental body;
- c. I/We ensure proactive measures to prevent such practices by anyone acting on our behalf;
- d. That none of our directors or employees are service providers to or relatives of any personnel within DSYA, defined as per the stipulated relationships.
  - a. They are members of a Hindu undivided family; or
  - b. They are husband and wife; or
  - c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

(Signature, name and designation of the authorized signatory)  
(Name and seal of the Bidder)

**ANNEXURE ‘III’ | BID SECURING DECLARATION FORM**

Date:  
Tender No.

To,  
The Director,  
Directorate of Sports & Youth Affairs, Jharkhand Ranchi,  
Jharkhand – 834 008

Sir,  
I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions as below:

- a) withdraws/modifies/amends the submitted bid against this tender, impairs or derogates from the tender, during the period of bid validity specified in this tender.; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
  - (i) fail or refuse to execute the contract, or
  - (ii) fail or refuse to furnish the Performance Security, in accordance with the terms of this tender document.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder or upon

- (i) the receipt of your notification of the name of the successful Bidder and submission of required Performance Security, in accordance with the terms of this tender document; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of: (insert legal capacity of person signing the Bid Securing Declaration) Dated on \_\_\_\_ day of (insert date of signing)

Corporate Seal (where appropriate)



**ANNEXURE ‘IV’ | POWER OF ATTORNEY (SAMPLE)**

**(Note- Board resolution in case of company)**

Know all men by these presents, we, ..... (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms.....son/daughter/wife and presently residing at ..... , who is presently employed with us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Engagement with DSYA including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre- proposal and other conferences and providing information/ responses to DSYA, representing us in all matters before DSYA, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with DSYA, in all matters in connection with or relating to or arising out of our Proposal for said Project and/or upon award thereof to us till the entering into of the Agreement with DSYA.

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

IN WITNESS WHEREOF WE, .....THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF, .....

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

- 1.
  - 2.
- Notarized Accepted

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

*Notes:*  
*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on anon-judicial stamp paper of INR 50 (fifty) and duly notarized by a notary public.*

**ANNEXURE ‘V’- ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER**

The following information should be provided in the format below for each Eligible Project for which Bidder was legally contracted by the respective Purchaser/Client of the Bidder stated as a single entity.

(i)	Assignment Name	
(ii)	Type of Project	
(iii)	Name, Contact No. & email of the Purchaser Representative:	
(iv)	Year in which Project took place	
(v)	Location of Project	
(vi)	Contract Value	
(vii)	Narrative Description of the Scope of work of the assignment	
(viii)	Status of the assignment	

**IMPORTANT:**

1. Use separate sheet for each Eligible Project. Please mark each sheet as Annexure V(a), Annexure V(b), Annexure V(c).... for each different project.
2. Please provide proof of eligible projects undertaken with a copy of Successful Completion Certificate attached from the Purchaser. In case Successful Completion Certificate is not available, copy of work order/copy of agreement along with bank statement in respect of the same countersigned by CA must be submitted. The submitted testimonial must contain detailed description of work (Scope of Work and TOR) carried out by the Bidder.

**ANNEXURE ‘VI’ |- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To \_\_\_\_\_,  
\_\_\_\_\_.

WHEREAS \_\_\_\_\_(Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ for (description of services) (herein after called “the contract”). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee from a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. \_\_\_\_\_(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee), without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid up to \_\_\_\_\_days beyond the date of expiry of contract periodas per RFP.

(Signature with date of the  
authorized officer of the  
Bank)

.....  
.....  
Name and designation of the officer  
.....  
.....

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

ANNEXURE ‘VII’ |- FINANCIAL BID

Annexure VII: Financial Bid Cost of Establishing the Centre

S. No.	Particulars	Unit/Person	Amount (All incl) (In Rs.)		Total
			In Figure	In Words	
1	Isokinetic Lab				
2	Functional Strength Testing Lab				
3	Performance & Sprint Analysis Lab				
4	Biomechanics Lab				
5	Gait Lab				
6	Physiology Lab				
7	Altitude Training lab				
8	Recovery Lab				
9	Rehabilitation Lab				
10	Athlete Management System (3 Years)				
Total					

Manpower

S. No.	Manpower	Unit/Person	Responsibilities	Annual Salary Amount (All incl) (In Rs.)		Total
				In Figure	In Words	
1	Centre Head					
2	Sr. Physiotherapist					
3	Jr. Physiotherapist					
4	Sr. Strength & Conditioning Expert					
5	Sport Psychologist					
6	Nutritionist					
7	Sport Scientist					
8	Sport Massage Therapist					
9	Biomechanist					
10	Receptionist					
11	Digital marketing Executive					
12	Housekeeping					
13	Security					
Total						

Annual Operational & Maintenance Cost

Year 1 (All Incl)		Year 2 (All Incl)		Year 3 (All Incl)		Year 4 (All Incl)		Year 5 (All Incl)	
In Figure	In Words	In Figure	In Words	In Figure	In Words	In Figure	In Words	In Figure	In Words

Rupees (.....) only

Authorized Signatory: Name in full:  
Name of Company/Firm: Title:

Date:  
Seal of Company/Firm:

ANNEXURE ‘VIII’ - CHECKLIST

Name of the Bidder:  
Name of the  
Manufacture

SI	Activity	Page No. in the RFP Document	Remarks
1	Court Fee Stamp of Rs 8.25		
2	PAN Card		
3	GST Registration Certificate		
4	Up-to-date Trade License issuedby the competent authority		
5	Bank Soundness Certificate as a proofof financial competence		
6	Annual Turnover Certificate during last 3 (three) financial years, duly certified by the Chartered Accountant and supported by balance Sheet/audited Statement		
7	Up-to-date Income Tax Return for last3 (three) financial years		
8	An Affidavit that, his/her Firm is not under a declaration of ineligibility/Blacklisting by Govt of Jharkhand, Govt of India or any other States for corrupt and fraudulent practices or for any other causes		
9	Undertaking		
10	Experience of establishing similar High Performance Sports Science Centre in India		