Rajasthan State Sports Council

"REQUEST FOR PROPOSAL"

(RFP)

For

Selection of Sports Management Agency for Operations and Management of RCOE & RTOPs and conducting & digitizing Assessments for Talent Identification for RCOE & RTOPs

RFP/NIT No. ...92..../2024-25 Dated ...18.2.2025

Sawai Man Singh Stadium, Jaipur, Signature yalid



Digitally signed by Raigndra Singh Designation, Secretary Date: 2025.02. 18/10:14:22 IST Reason: Approver

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	Designation Secretary	
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	Reason: Approved	

DISCLAIMER

- The information contained in this Request for Proposal Document (hereinafter known as "RFP Document") or subsequently provided to Bidders in documentary form by or on behalf of Rajasthan State Sports Council (hereinafter known as RSSC) or any of their representatives, employees, or advisors (collectively referred to as "Representatives"), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
- This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities ("Agency", "Firm", "Company", "Bidder", "Consultant", "Service Provider" as may be), who are qualified to submit their Proposal ("Bid"). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for RSSC Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.
- The Representatives make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the RFP Document.
- The Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

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1. NOTICE INVITING TENDER

Rajasthan State Sports Council, (hereafter referred as "RSSC") an autonomous organisation established by Department of Youth Affairs & Sports, Government of Rajasthan invites Online Bids from qualified Firms (as per clause 3.2.3 herein below) to associate with RSSC as Agency to provide professionals for providing consulting services across multiple sports domains. The detailed scope of work and deliverables are mentioned in ANNEXURE 'I', Terms of Reference (TOR), of this RFP.

2. BID SCHEDULE & DATA SHEET

Estimated Cost	Rs. 1400.00 Lac
Date of Publication	18-02-2025 at 05:00 PM
RFP document download start Date	18-02-2025 at 05:00 PM
Pre-Bid conference	28-02-2025 at 02:00 PM
Last date and time of RFP Upload	10-03-2025 at 01:00 PM
Submission of Tender Fee, Bid Security	10-03-2025 at 02.00 pm (Physically in the office of
(EMD) and processing Fee Date & Time	Rajasthan State Sports Council, SMS Stadium, Jaipur)
Technical Bid Opening Date/Time	As per e-procure
Financial Bid Opening Date/Time	Will be intimated later to the Technically qualified Bidders
Method of selection	QCBS {70 (Technical) : 30 (Financial)}
JV/Consortium/Subcontracting	Not Allowed
Bid Validity Period	120 Days
Processing Fees	Rs. 2,500/-
Earnest Money Deposit (EMD)/ Bid Security	Rs 28,00,000/-
Tender Fees	Rs. 2,000/-
Mode of Submission	Online (State e-procurement website/ e-procure)
E-mail for all correspondence	rsscjaipur@gamil.com
Website for downloading tender document,	http://eproc.rajasthan.gov.in
Corrigendum's Addendums etc.	http://www.rssc.in
	http://sppp.rajasthan.gov.in
In case any of the hidders fails to physica	Tirch.11.3hbh.1ala2011a11.dov.1U

* In case, any of the bidders fails to physically submit the Banker's Cheque/Demand Draft for Tender Fee, EMD, and RISL processing fee up to 02:00 pm on 10-03-2025 its Bid shall not be accepted.

* Bidder has to submit the tender fees of Rs. 2000/- in form of bank cheque/DD in favour of Secretary, Rajasthan State Sports Council, Jaipur before attending the pre-bid meeting.

INSTRUCTIONS TO BIDDERS

3. GENERAL INSTRUCTIONS TO BIDDERS

- The Bidders can download this RFP from the RSSC website: https://www.rssc.in HYPERLINK 3.1 "http://www.rssc.in/", State procurement website: http://sppp.com and Rajasthan eprocurement website: https://eproc.rajasthan.gov.in
 - "https://eproc.rajasthan.gov.in/". Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in Clause 2 of this
- Definitions and Abbreviations: The following definitions and abbreviations, which have 3.2 been used in these documents shall have the meanings as indicated below:
 - "Purchaser" means the organisation purchasing services as incorporated in this 3.2.1 document i.e., Rajasthan State Sports Council (RSSC).
 - "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) 3.2.2 means an offer-to-offer services in accordance with the terms and conditions set out in this RFP. Signature ya

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"Agency", "Firm", "Company", "Bidder", "Consultant", "Service Provider" means any 3.2.3 registered entity or person or associations of persons who submit their proposals for providing Services in accordance with this RFP.

"Services" means services as mentioned in this document and other such obligations 3.2.4

of the supplier covered under the contract.

Terms of Reference (TOR) means the document included in the RFP which explains 3.2.5 the scope of work, activities, and tasks to be performed.

"Notification of Award" or "NOA" means the letter issued by RSSC to the Successful 3.2.6 Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.

"Contract" means the written agreement entered between the RSSC and the _ 3.2.7 supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.

"Party" means the Client or the Bidder, as the case may be, and "Parties" means both of 3.2.8 them.

"RFP" means this Request for Proposal issued by Rajasthan State Sports Council for 3.2.9 the purpose as mentioned in this document.

3.2.10 "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as interest free Security Deposit.

3.2.11 RMOC means Rajasthan mission Olympic committee.

3.3. The Bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process.on the e-Tendering portal.

4. LANGUAGE OF BID

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and RSSC, shall be written in the English/Hindi language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

5. DOCUMENTS TO BE SUBMITTED

5.1 All the documents are to be mandatorily uploaded online as per the instruction for online bid submission detailed in this RFP document as detailed in Annexure II- 'Documents to be Submitted'

6. ELIGIBILITY CRITERIA

- 6.1 Each Bidder should qualify against all the pre-qualification/eligibility criteria as detailed in Clause 1 of Annexure III- Eligibility & Evaluation Criteria.
- 6.2 Bids of the Bidders, who do not meet the required Qualification/Eligibility Criteria mentioned in this RFP shall be treated as non-responsive and their bid will not be considered for further technical evaluation process.

7. RFP PROCESS

7.1 RFP issued by RSSC constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria asper Clause 6 above) to be Service Provider (after evaluation of eligible bidders), subject to the terms of this RFP, Tender Documents, and the Service Agreement.

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7.2 This RFP is no more than a request for proposal, and it does not and is not intended to constitute a contract or a grant of any rights or licenses, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by RSSC of the Bidder's Bid and the execution of the Service Agreement by both RSSC and the Successful Bidder.

7.3 This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and RSSC reserves the right to withdraw the RFP and/ or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid.

7.4 Upon selection of a Bidder by RSSC, the Successful Bidder shall enter into a detailed contract/agreement ("Service Agreement") incorporating the provisions of this RFP and the successful Bid.

7.5 The selection will be initially valid for a period of 36 months from the date of signing of contract or release of Notification of Award which may be extendable by another 12 months based on the requirements and satisfactory performance of the agency. For sake of clarity, RSSC is not bound to extend the contract

8. BID VALIDITY

8.1 The Bid shall remain valid for acceptance for a period of 120 days (One Hundred Twenty days) after the date of Bid opening prescribed in the Bidding Document. On completion of the validity period, if the contract is not finalised, RSSC reserves the right to request for extension of bid validity without changes in any terms and conditions of the RFP.

8.2 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for RSSC, the Bid validity shall automatically be extended up to the next working day (Working day means the day when the office opens after the holiday for routine work.)

9. BID PRICES

- 9.1 The Bidder shall indicate in the Financial Bid provided on State e-procurement website all the specified components of services charge shown therein. All the columns shown in the financial Bid should be filled in as required.
- 9.2 If any firm quotes Service charge below 5%, the bid shall be treated as unresponsive and will not be considered.
- 9.3 Service Charge: The Service Charge quoted by the Bidder/finalised by the authority shall remain firm and fixed during the currency of the Contract and will not be subject to variation on any account.

10. EARNEST MONEY DEPOSIT

- 10.1 The bidder shall furnish Bid Security for an amount as shown in the Clause 2 of the RFP. The Bid Security is required to protect the RSSC against the risk of the bidder's unwarranted conduct. Non- submission of Bid Security will be considered as major deviation and bid will not be considered.
- 10.2 In case, as per notification of Government of Rajasthan, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.

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10.3 The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSME category, only registered manufacturers firm/company of Rajasthan for goods and Service Providers for Services are eligible for exemption from EMD in case of Firm/Company established in Rajasthan. Bidder should submit certificate issued by DG, DIC Rajasthan. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under MSMEs.

10.4 The Bid Security shall be furnished in one of the following forms:

- a) Account Payee Demand Draft in favour of "SECRETARY, Rajasthan State Sports Council, Jaipur
- b) Fixed Deposit Receipt Draft in favour of "SECRETARY, Rajasthan State Sports Council, Jaipur
- c) Banker's cheque / Pay Order Draft in favour of "SECRETARY, Rajasthan State Sports Council, Jaipur
- d) Bank Guarantee from any of the commercial banks (as per the format at $\underline{\text{Annexure }V}$), (Bidder has to upload challan/proof along with Bid in State e-procurement website)
- 10.5 The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in Rajasthan, in favour of the "Secretary, RSSC (Govt. of Rajasthan)", payable at Jaipur.
- 10.6 Bid securities of unsuccessful bidders during first stage i.e. technical evaluation will be refunded.
 - Successful bidder can adjust bid security amount in their performance security. The Bid securities of unsuccessful bidders during second stage i.e. financial evaluation will be returned after award of contract.
 - The Bid Security of successful Bidders will be returned without any interest, after receipt of Performance Security from that Bidder.
- 10.7 Bid Security is required to protect the RSSC against the risk of the bidder's conduct, which would warrant the forfeiture of the Bid Security. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 10.8 Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract/ agreement within the period as specified by RSSC in the Letter of Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.

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11. BIDDERS QUERIES AND RESPONSES THERETO

11.1 All enquiries from the Bidders relating to this RFP must be submitted at the time of pre-bid. The queries should necessarily be submitted on or before scheduled date and time - mentioned in the following format:

2				
1		•	10 PE	
SI. No.	Bidding Document Reference(s) (Clause number/page)	Content of RFP requiring clarification		Points of Clarification required.
Nam subr	e of Organization nitting request	Name & position of person submitting request	g org	ganization including phone a ail points of contact. : ail:
	sthan State Sports Counci DER'S REQUEST FOR CLA			
To,	othan State Sports Service			

- 11.2 A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with RSSC in writing. RSSC will respond in writing to such request in pre-bid meeting as per the bid schedule. RSSC will endeavour to provide a complete, accurate, and timely response to all questions to all the Bidders. While All responses given by RSSC will be uploaded online or offline. Bidder should regularly visit the portal for any updates/ corrigendum on portal.
- 11.3 RSSC will host a Pre-Bid meeting, scheduled as per the details in the Bid Schedule. The bidder or its authorised representatives may attend the pre-bid conference at their own cost prebid fees rupees 2,000 which will be adjusted in tender document fees later. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder's queries, together with proposed solutions. RSSC shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid
- 11.4 Within reasonable time period from the Pre-Bid Conference, RSSC will issue responses to all of the bidders' written queries, together with any other revised documents (if required).
- 11.5 Amendments to Bidding Documents:
 - At any point of time, prior to the deadline for submission of Bids, RSSC may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids.
 - Such an amendment will be uploaded on RSSC Website: https://www.rssc.in "http://www.rssc.in/", and State e-procurement website of Government of Rajasthan:
 - www.eproc.rajasthan.gov.in HYPERLINK "http://www.eproc.rajasthan.gov.in/". Bidders are, therefore advised to refer to RSSC Website and State e- procurement website before submitting bids.

12. SUBMISSION OF BIDS

- 12.1 Bids to be submitted online on www.eproc.rajasthan.gov.in
- 12.2 RSSC will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.
- 12.3 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for RSSC, the Bids will be opened at the appointed time on the next working day. (Working day means the day when the office opens after the holiday for routine work.)

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- 12.4 Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Bidders and acknowledgement letter of bid submission at State e-procurement website website: http://sppp.com.or/ www.eproc.rajasthan.gov.in.
- 12.5 The bid is to be opened at the prescribed time and date as indicated in RFP Bid schedule. During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).
- 12.6 Financial bids of the technically qualified Bidders shall be opened online at the date, time and as intimated later on State e-procurement website website https://sppp.com or www.eproc.rajasthan.gov.in The authorized signatories/ representatives of such Bidders who wish to attend the financial bid opening may please do so by showing their bid acknowledgement slip.
- 12.7 Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid schedule mentioned in Clause 2 of the RFP shall not be considered.
- 12.8 The Bidders are required to upload the documents as per Documents to be submitted in Clause 05 & Annexure II of this RFP.
- 12.9 Bidders shall submit 'Online Bid' only in PDF/Scanned copy in PDF format. Hard Copy of Bid documents will not be accepted.
- 12.10 The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
- 12.11 Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 12.12 All terms and conditions in the bid document shall stand freeze on the date of opening of the bid.
- 12.13 The proof of work orders for claim of relevant experience should be dated on or after the date of registration of the firm/ company/LLP etc.
- 12.14 Each page of the bid document submitted by bidder shall be signed sealed by the bidder or its authorized signatory.
- 12.15 Any Document/proof of work order/experience should be dated before the last date of submission of bid.

13. SCRUTINY OF BIDS

The RSSC will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order. The RSSC will examine document and disqualify bidder at prima-facie level. If EMD, Processing fees and Tender fees are not submitted or adequate as specified in Tender Document.

- 13.1 **Rejection of Technical Bids** In addition to any other reasons stipulated in this RFP, technical Bids may be rejected under any of the following circumstances
 - Incomplete bids that do not quote for the complete scope of work as indicated in the Bid- related documents, addendum (if any) and any subsequent information given to the Bidder.
 - ii. Information that is found to be incorrect/misleading at any stage during the tendering process.
 - iii. Incomplete Bids.
 - iv. Inclusion of Financial/Price Bid details in a technical Bid, or technical Bids that reveal quotations, in any form
 - v. Non-fulfilment of the eligibility criteria or minimum required score in evaluation criteria set out in this RFP, by the Bidder.
 - vi. Any Bid that does not comply with the conditions laid and the conditions l

vii. Any other reasons deemed fit by RSSC.

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- 13.2 Rejection of Financial/Price Bids -In addition to any other reasons stipulated in this RFP, financial/price Bids may be rejected under any of the following circumstances:
 - Incomplete Bids that do not set out the Service Fee for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder.
 - Financial/Price Bids made through Tele fax/Telegraphic/Fax/E-mail/by post.
 - iii. Bids which do not conform to RSSC bid format.
 - iv. Bids in respect to which the bidder does not accept RSSC rectification of clerical/arithmetic discrepancies in the financial/price bid, if any.
 - Any Financial/Price Bid that does not comply with the conditions laid down by RSSC
- 13.3 Other Reasons for Rejection of Bid-In addition to any other reasons stipulated in this RFP, Bids may be rejected under any of the following circumstances:
 - i. Bids in which the Bidder seeks to influence the RSSC bid evaluation, bid comparison, or contract award decisions.
 - ii. In view of two bid systems, RSSC may first open technical bids. If the same is not complete and lacking with respect to any requirement(s), the same would be rejected straightaway & without opening the Financial/Price bid.

13.4 Discrepancies in Prices/Service charge percentage

- 13.4.1 Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the submission of the Bid.
- 13.4.2 If there is a discrepancy between the amount/service charge percentage expressed in words and figures, the amount in words shall prevail.
- 13.4.3 If, as per the judgment of the RSSC, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the RSSC, the tender is liable to be ignored.
- 13.4.4 Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.
- The amount/ service charge percentage stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall

14. EVALUATION CRITERIA

- 14.1 The Bids of bidders meeting the eligibility criteria at clause 6 (eligibility criteria) above, will be evaluated based on the QCBS method.
- 14.2 Overall weightage of 30% for Financial Bid and 70% for Technical Bid shall be considered while calculating final score.
- 14.3 A Bidder must get a minimum of 70 marks (out of 100 marks) in the Technical Evaluation to proceed to opening of Financial/Price bid. The price bids of bidders scoring the minimum required marks of 70 in the Technical Evaluation Criteria will only be opened.
- 14.4 The Bid of the Bidder, who obtains the highest total score (Ts) across the technical bid and the Financial/Price bid, will be rated as the 'Best Bid' and will be declared as the successful Bidder. Ts will be calculated as defined below:

$Ts = (Sf_{low}/Sf) *30 + (St/St_{high}) *70$ Where,

- Sf: Evaluated/Quoted Bid Price
- Sflow: The lowest of all Evaluated Bid Prices among responsive Bids
- St: The total Technical Score awarded to the Std Charles Sthigh: The Technical Score achieved by the Sthigh: The Technical Score achieved by the Strip Charles Strip Charl among all responsive Bids

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14.5 In the event that one or more Bidders have the same Ts value, the Bid with the lowest quoted service charge will be treated as "Best Bid". In case of further tie, the bidder with highest technical score (St) will be rated as the 'Best Bid'.

14.6 Supporting documents for bid evaluation shall also be verified during presentation. The bidders are advised to make their presentation strictly according to the evaluation criteria based on the credentials submitted above.

15. DECLARATION OF SUCCESSFUL BIDDER

- 15.1 Prior to the expiration of the validity period for the Bid, RSSC will notify the successful Bidder in writing by Notification of Award that its Bid has been accepted. The successful Bidder and RSSC shall discuss and enter into a mutually agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Bidder and shall not have terms and conditions more onerous on the Successful Bidder than those contained in the RFP.
- 15.2 The failure of RSSC and the successful Bidder to agree to the terms and conditions of the Service Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which RSSC may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals.
- 15.3 Upon the successful signing of the Service Agreement by the Bidder and RSSC, and the Successful Bidder furnishing the Performance Security, RSSC will promptly notify the name of the winning Bidder to each unsuccessful Bidder on eproc website and refund their respective Earnest Money Deposits.
- 15.4 Term of the Service Agreement: The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.

GENERAL TERMS AND CONDITIONS OF CONTRACT

16. PERFORMANCE SECURITY

- 16.1 In order to ensure the due performance of the awarded contract, the Successful Bidder shall, within 14 (Fourteen) days of entering into the Service Agreement with RSSC. 5% of the accepted value of the contract as Performance Security in the form of Bank Guarantee or other valid formats like Fixed Deposit/Demand Draft shall be drawn from any Commercial Bank drawn in favour of "SECRETARY, Rajasthan State Sports Council, Jaipur, payable at
 - Jaipur and is to be deposited in the office at Rajasthan State Sports Council (RSSC), Sawai Man Singh Stadium, Jaipur. The format for performance security of submitted in form Bank guarantee is attached at Annexure XI.
- 16.2 The Performance Security shall be valid for a period of 60 (Sixty) days from the date of expiry of all contractual obligations. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by RSSC. It may require revalidation from time to time as the case may be.
- 16.3 All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Successful Bidder. No interest will be payable on the Performance Security by RSSC.
- 16.4 In the event of any failure/any breach or violation on the part of the Successful Bidder, which is not cured within reasonable time from receiving a written notice of such failure from RSSC, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by RSSC.

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17. SCOPE OF WORK & TIMELINES OF THE PROJECT

17.1 The scope of the work requires the successful bidder to deploy fulltime manpower at RCOE Center for the contract period to successfully execute services as mentioned in TOR. Some of the senior manpower resources will be required to work on the project on part-time basis. The requirements may evolve over time. The other operational aspects for running the RCOE are also mentioned in the scope of services. The Scope also entails conducting a state level talent scouting program to scout talent. The tentative detailed scope of work and details of required manpower and other services during the contract period is mentioned in Annexure I (ToR), I(a) & I(b).

17.2 The term of association shall be for 36 months from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP whichever is later, which may be extendable by another 12 months based on the requirements and satisfactory performance of the agency. For sake of clarity, RSSC is not bound to extend the contract. The resources with proper qualifications as required by RSSC should be deployed within 30 days from the date of notification of award. If extension is needed in deployment of an employee, it should be properly informed to RSSC authorities in advance.

18. MANPOWER REQUIREMENT

- 18.1 Annexure I(a) lists the minimum number and credentials of the resources required for the successful implementation of the project.
- 18.2 The bidder shall provide the resources with proper qualification as per the requirement prescribed by RSSC Annexure I(b). The resource shall be the one who scores equivalent or higher marks as proposed originally in this Term of Reference.
- 18.3 RSSC reserves the right to interview all the proposed resources before accepting deployment in the project.
- 18.4 Bidder shall use commercially reasonable efforts to ensure it retains the services of its resources, including provisioning of competitive compensation, benefits, and other conditions to its Resources to incentivize them to remain in Bidder's employment. Bidder will take prior approval from RSSC before incentivise & other benefit.
- 18.5 Bidder shall not make any changes to the composition of the resources and shall not direct any 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 RSSC that would have the same effect):
 - Without RSSC's prior written consent, unless that person resigns or terminated or cease to continue in cases such as death, long-term disability etc.; In such an event, RSSC Shall be immediately intimated.
- 18,6 Bidder shall promptly initiate a search for a replacement to ensure that the role of any resource is not vacant for any longer than 15 days, subject to reasonable extensions, limited to a maximum of 30 days on special request by Bidder to RSSC. However, in such cases the bidder will still be required to ensure the completion of the allocated work as per terms and conditions of the tender.
- 18.7 Before assigning any replacement member of the Key Resources to the provision of the Services, Bidder shall provide RSSC with:
 - Curriculum vitae and any other information about the candidate that is reasonably requested by RSSC; and
 - An opportunity to interview the candidate.
- 18.8 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.

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- 18.9 If RSSC objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative resource.
- 18.10 The bidder must ensure at least 2 weeks overlap period for knowledge transfer in such replacements.
- 18.11 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.
- 18.12 The bidder will be responsible to provide resources with Laptops/Desktops and other devices enabled with required tools related to work, and development environment (like Android & iOS Mobile phones and Window and Mac laptops) for completing this engagement. RSSC will not responsible for payment of all these things.
- 18.13 The Bidder will immediately provide for replacement of resources (resource who score at least the same marks as the resource proposed originally) in the event if RSSC is not satisfied with the resource.
- 18.14 The deployed resources are required to follow RSSC Calendar.
- 18.15 The bidder has to deploy the initially requested team within 15 days of the issue of notification of award (NoA).
- 18.16 The personnel of the Successful Bidder shall not be the employees of the Buyer/RSSC and they shall not claim any salary or allowances, compensation, damages, or anything arising out of their employment/duty under this Contract. Successful Bidder shall be required to adhere to statutory requirements as per the labour laws & abide by the Minimum Wages Act and other related laws, failing which, necessary action will be initiated against the Successful Bidder.
- 18.17 If successful bidder fails to provide or deploy proper man power resources with qualification mentioned in Annexure I(b) rssc have all right to cancel contract and blacklist the bidder.

19. TERMS OF PAYMENT

- 19.1 The Sports Management Agency has provided in the Annexure X man power resources salary, expenses according to scope of work, on a year-by-year basis, for running the said Centre of Excellence and a budget for conducting the Talent Scouting Program, which can be modified with prior written approval of RSSC authorities to accommodate any cost as and when brought forward and justified by the Sports Management Agency to RSSC.
- 19.2 Costs incurred by Sports Management Agency for implementation and management of the Project including salaries, remuneration and allowances of the personnel's hired for the Project and other expenses mentioned in Annexure H service charge will be payable to Sports Management Agency by RSSC.
- 19.3 Invoices for the Expense: It is further agreed between the Parties to this Agreement that Sports Management Agency will raise monthly proforma invoice for the Expense Fee within the agreed budget and RSSC will make payment as soon as possible after receiving proforma invoice. RSSC will examine proforma invoice and then reimburse/payment if all expenses found correct. Even if there is any issue or payment in delay by RSSC, the agency will continue to do its work without any interruption in services.
- 19.4 Consolidated utilization certificate, duly certified by a chartered accountant will be submitted by the Sports Management Agency at completion of the Project.
- 19.5 Time and quality shall be the essence of the contract and payment will be made at actuals as per attendance report of the resource(s).
- 19.6 Successful Bidder should furnish details of the location from where they are going to raise their Bills/ Invoices to RSSC.
- 19.7 Committee constituted by Secretary/Chairman, RSSC, Jaipur will review the performance of employees engaged in RCOE and will recommend yearly increment in salary accordingly.

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19.8 Payment must be subjected to deductions of any amount for which the Successful Bidder 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 Successful Bidder shall be liable for taxes such as GST or any other applicable tax.

19.9 RSSC will pay the amount as per the invoice by way of e-transfer/RTGS/NEFT through public financial management system, subject to satisfactory work and other parameters as

may be defined by RSSC.

19.10 The agency will provide service all over Rajasthan. In case deployed resources are required to undertake any tour in the interest of the project, from the project site, then the TA/DA in the form of OPE shall be applicable. However, any such tour/ travel for the project would require a prior approval from the competent authority of RSSC.

19.11 Each Job assignment will be done at the cost finalized depending on Project Execution

Model used in TOR as mentioned in RFP.

20. OTHER TERMS AND CONDITIONS OF THE BID

20.1 All information / details submitted to RSSC shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.

20.2 Save as expressly authorized by RSSC in writing, the Successful Bidder shall not, without the prior express approval of RSSC, incur any liabilities on behalf of RSSC, pledge the credit of RSSC or make any representations or give any warranty on behalf of RSSC.

20.3 The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by RSSC, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between RSSC and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against RSSC 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 RSSC.

20.4 The Bidder must strictly comply with all terms and conditions herein. RSSC reserves the right to call upon any or all the Bidders to satisfy RSSC 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, RSSC may call upon any or all the Bidders to make a presentation to RSSC 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 RSSC shall not be considered for any further evaluation and shall stand immediately disqualified.

20.5 Privileges: The following privileges shall be extended to the Successful Bidder:

a) Performance certificate to be issued by RSSC to the Successful Bidder upon the satisfactory discharge of its services in respect of each Phase of the project. b) Successful completion certificate to be issued by RSSC after completion of contract to

the satisfaction of RSSC.

20.6 Governing Law and Jurisdiction: The RFP and the relationship between the Bidder and RSSC shall be interpreted in accordance with the laws of Rajasthan. The Courts of Jaipur shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and RSSC.

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- 20.7 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. RSSC 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 appraise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/bought over by another company during the contract phase. RSSC 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 RSSC 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 RSSC. However, in the event RSSC, wishes to terminate for convenience, it shall serve a notice period of 30 days to the Bidder, without any cost and/or liability.
- 20.8 The bidder must monitor and deploy sufficient skilled manpower as defined in Manpower Requirement or elaborated in Annexure I, I(a) & I(b) to complete the deliverables 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 employeremployee relationship between RSSC and personal employed by the Bidder. The relationship between RSSC and the Bidder shall be on principal basis only.
- 20.9 The bidder has to ensure proper deployment of resources at site during all phases.
- 20.10 It will be responsibility of the bidder to ensure and verify the educational qualifications and experience of the resources deployed in RSSC.
- 20.11 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 Service Provider shall be required to adhere to statutory requirements as per the labour laws & abide by the Minimum Wages Act and other related laws, failing which, necessary action will be initiated against the Service provider. However, the prices quoted by the Bidder shall remain firm and fixed during the currency of the Contract and will not be subject to variation on any account
- 20.12 The bidder has to deploy the initially requested team within 15 days of the issue of notification of award (NoA) and additional resource as requested by RSSC anytime during the currency of the contract within 30 days of the letter of request.
- 20.13 Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services to RSSC, shall invite all or any actions / sanctions, as the case maybe.
 - The decision of RSSC 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 RSSC /RSSC RFPs in future.
- 20.14 RSSC 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.
- 20.15 RSSC 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 RSSC.
- 20.16 Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 20.17 The decision of RSSC 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 RSSC.
- 20.18 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.

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20.19 Any attempt by bidder to bring pressure towards RSSC'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 RSSC /RSSC RFPs in future.

20,20 Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify

them and will not be binding on RSSC.

- 20.21 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. RSSC will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.
- 20.22 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.
- 20.23 It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to debarring from bidding for RSSC /RSSC RFPs in future.
- 20.24 Bidders are requested to share information which is true and based some tangible proofs.

20.25 All man power/resources should be qualified and skilled in performing such services (Annexure I & ToR) as per the eligibility criteria indicated in Annexure I(b).

- 20.26 The man power/resources provided for service points by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the man power/resources whom they are recommending. Before deployment, the character and antecedents of persons will be verified by the Service Provider through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect shall be submitted to this office. The service provider will also
 - ensure that the man power / resources provided are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such man power/ resources who are not found suitable by the office for any reasons immediately on receipt of such a request. A certificate to this effect should be submitted in the form of an Affidavit.

20.27 There is no Master and Servant relationship between the employees of the service provider and RSSC.

20.28 The service provider's man power/resources shall not claim any benefit/compensation /absorption/ regularization of services from/in RSSC under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970.

20.29 The service provider's man power / resources shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and

administrative/ organizational matters as of confidential/secret nature.

20.30 The service provider's man power / resources should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of man power/resources provided by them. The agency shall be bound to prohibit and prevent any of their man power/resources from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Officer-in- charge on any matter arising under the clause shall be final and binding on the agency.

20.31 That the man power / resources engaged shall not be below the age of 18 years and above 60 yrs. In case of above 60 yrs. coaches retired from SAI, Sports Council or any Govt. sports body or any international medalist, Dronacharya Awardee will get age

relaxation after prior approval of Chairman, Sports Council.

20.32 The functional control over the man power/resources provided by the Agency will rest with RSSC and the disciplinary/administrative/Technical control will be with the Agency.

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- 20.33 This office may require the service provider to dismiss or remove from the work place, any man power / resources, provided by the service provider, who may be incompetent or for his/ her/ their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its deliverable, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- 20.34 The service provider has to provide Photo Identity Cards to the man power / resources provided by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
- 20.35 The transportation, food, medical and other statutory requirements in respect of each man power / resources of the service provider shall be the responsibility of the service provider.
- 20.36 Subject to terms of this document, no variation in or modification of the terms of contract shall be made except by written amendment.
- 20.37 The service provider shall ensure proper conduct of his man power/resources in RCOE premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering without work.
- 20.38 Firstly, it will be mandatory for the tenderer to make payment to the man power resources in their bank account by 5th of every month under all circumstances. Which will be reimbursed on monthly basis on submission of relevant documents along with the bills. Bill payment certificate will have to be mentioned in this regard. If payment is not made, payment of bill will be stopped and penalty can also be imposed or action will be taken to cancel the contract and blacklist,
- 20.39 The service provider will submit the bill in triplicate in respect of a particular month in the first week of the succeeding month. The payment will be released after submission of claim, complete in all respects. Tax if any shall be deducted at source as per the relevant Act.
- 20.40 The service provider will also give undertaking they will not adopt any malpractices at any stage of bidding/execution.
- 20.41 The service provider shall provide uninterrupted services to RCOE, RSSC.
- 20.42 The service provider shall be contactable at all times and messages sent by phone/ email/fax/special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the
- 20.43 This office shall not be liable for any loss, damage, theft, burglary or robbery of any Deliverable belongings, equipment or vehicles of the man power resources of the service
- 20.44 If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency. For any accident or casualty occurred during the course of working to any staff provided by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause
- 20.45 If The man power / resources will work on Saturdays, Sundays and other Gazetted holidays. They will not be paid any extra remuneration for Gazetted holidays.
- 20.46 The service provider will maintained the complete information regarding deployed man power / resources and service provider is bound to provide complete information of man power / resources whenever required by RSSC.
- 20.47 If SMA/ service provider refuses to provide any services or work in prescribed time limit or provide un satisfactory services RSSC will have all right to cancel the contract and blacklist the firm. In such case performance security will be forfeited by rssc.

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- 20.48 The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the agency.
- 20.49 The successful bidder will enter into an agreement with this office for on non judicial stamp paper Rs.500/- (Rupees Five Thousand Only) within 7 days from the date of award work order. The above stamp paper will be arranged by the bidder for execution of agreement.
- 20.50 The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
- 20.51 If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procurer in writing of the fact of the delay, it's likely duration and its cause(s).
- 20.52 As soon as practicable after receipt of the Service Provider's notice, the Procurer shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 20.53 Except as provided under terms of this document, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of Liquidated Damages in terms of this document, unless an extension of time is agreed upon the application of L.D clause in terms of this document. As per rates below —

No.	Conditions	LD %
(a)	Delay upto 1/4 period as prescribed period	2.5%
(b)	Delay exceeding 1/4 but not exceeding 1/2 of proscribed period	5%
(c)	Delay exceeding ½ but not exceeding ¾ period of prescribed period	7.5%
(d)	Delay exceeding 3/4 of prescribed period	10%

- 20.54 On unsatisfactory services the RSSC will serve a notice to the bidder giving an opportunity to improve performance within two days. A penalty amounting to rupees one thousand per service per day will impose if the work doesn't improve even after seven days from date of notice.
- 20.55 That on the expiry of the agreement as mentioned above, the agency will withdraw all its man power/resources after making knowledge transfer to new service provider if required.
- 20.56 That if any amount is found payable by the bidders towards, remuneration, and statutory dues in respect of any loss to this office property, the same shall be adjusted from the security deposit of the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
- 20.57 Subject to terms of this document, if the Service Provider fails to perform the Services within the period(s) specified in the Contract, the Procurer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to Liquidated specification as prescribed point no. 20.53 and the maximum deduction is 10% of the contract price in addition to this, the service provider will liable to pay the additional cost of alternative arrangements thereof.
- 20.58 The Procurer may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Procurer.
- 20.59 The bidder should sign all pages of tender accepting the term and condition and enclosed the same along with technical bid. It is an integral part of the tender.
- 20.60 The bidder should also sign the undertaking (Annexure-F) and the annexure A to D as required as per RTPP Rules 2013.

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- 20.61 The authorization certificate should also attached if the tender document is signed other than the owner of the firm. Annexure-E
- 20.62 No any document shall entertain after schedule time and date as described in NIB by bidder itself.
- 20.63 Service provider will assure to pay remuneration to man power / resources on 1st week of every month in their bank account.
- 20.64 Service provider will not charge any charges or any amount from the salary of man power / resources.
- 20.65 RSSC has right to ask for bank statement of service provider i.e. amount transferred to the bank A/C of man power / resources anytime.
- 20.66 A check list of append able document is also enclosed (Annexure-J) with the tender document.

21. PENALTY

- 21.1 In case the Successful Bidder/resource deployed fails to commence/execute the work as assigned to them/unsatisfactory performance of the resource even after formal warning, RSSC reserves the right to impose the penalty as decided by RSSC on monthly billable value of the firm per such incidents as approved by the competent authority or may proceed to black list related firm/agency.
- 21.2 Substitution of key personnel can be allowed only in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. If the resources deployed resigns or is to be replaced by the selected agency, penalty as stipulated below will apply:
 - a) Such substitution shall be limited to not more than 10% of total key personnel, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the procuring entity.
- 21.3 If the performance continues to be poor beyond, what is stipulated in 21.1 and 21.2 above RSSC reserves the right to:
 - Cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the RSSC.
 - Debar the bidder from participating in tender process of RSSC in future and his Performance Security may also be forfeited / invoked, if so warranted.
- 21:4 RSSC will make payments after necessary deductions of penalty (if any).
- 21.5 For delay in service deliverables reasons not pertaining to selected bidder, RSSC shall take decision on extension of such timelines and levy of penalty. However, in the event RSSC considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.

22. PATENTS, COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS

- 22.1 Intellectual Property Rights for any software property and documents (including source codes, databases, documents, training manuals, course content etc.), if developed exclusively for this project shall lie with the RSSC in perpetuity for all purposes. The Intellectual Property Rights of all the software code, data, algorithms, documentation, manuals, etc. Generated as a part of implementation of this project shall solely vest with the RSSC.
- 22.2 The Bidder shall 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/ to RSSC infringes that party's patent or copyright/IPR's in any form, the Bidder shall keep RSSC fully indemnified in this regard and shall defend RSSC against that claim at the Bidder's/ expense and pay all costs, damages and the Bidder's finally awards or that are included in a settlement approved by the Bidder.

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22.3 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 RSSC for all purposes.

23. REPRESENTATIONS AND WARRANTIES

- 23.1 RSSC, along with its employees, representatives, 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, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
- 23.2 RSSC 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.
- 23.3 The Bidder declares that all the information provided are truthful information without concealment of any facts. In case, at any stage, it is found that any information given by the Bidder is false / incorrect / concealed, then RSSC shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work and/or debarment/blacklisting etc. without incurring any liability to the affected bidder(s) on the ground of RSSC/DYAS's action.
- 23.4 The Bidder declares 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 an effort shall result in non-consideration / rejection of its Bid.

24. INDEMNIFICATIONS AND LIABILITIES

- 24.1 The bidder shall fully indemnify, hold harmless and defend DYAS/ RSSC and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses, 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.RSSC 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.
- 24.2 RSSC 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 RSSC's action.
- 24.3 The Bidder shall bear all its 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 RSSC or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and RSSC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.
- 24.4 The Successful Bidder shall at all times indemnify and keep indemnified RSSC against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPRs) while providing its services under the Project.

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- 24.5 The Successful Bidder shall at all times indemnify and keep indemnified RSSC against any claims in respect of any damages or compensation payable in consequences 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.
- 24.6 The Successful Bidder shall at all times indemnify and keep indemnified RSSC against and any claims by Employees in respect of wages, salaries, remuneration, compensation, or the like.
- 24.7 All claims regarding indemnity shall survive the termination or expiry of the Contract.

25. TERMINATION

- 25.1 RSSC may terminate the Service Agreement by serving written notice of 30 days:
 - a. Immediately in case the Successful Bidder is in direct breach of contractual terms and conditions and in the performance of its contractual obligations.
 - b. In the event services of the Bidder are not satisfactory or up to the mark.
 - c. If the Bidder/Successful Bidder 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 Successful Bidder fails to comply with any final decision reached as a result of arbitration proceedings
 - e. If the Successful Bidder is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement.
 - f. If the Successful Bidder submits to RSSC a false statement which has a material effect on the rights, obligations, or interests of RSSC.
 - g. Any other reason as deemed fit by RSSC.
- 25.2 The Successful Bidder may terminate the Agreement, by serving a 60-day written notice to RSSC, if they reasonably determine and submit that they can no longer provide the Services in accordance with applicable law or professional obligations and in such scenarios, RSSC reserves the right to forfeit the Performance Security after due evaluation and may proceed to black list firm from bidder for RSSC in future.

26. FORCE MAJEURE

- 26.1 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.
- 26.2 If a Force Majeure situation arises, the Successful Bidder shall promptly notify RSSC, Jaipur in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by RSSC, Jaipur 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.
- 26.3 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, RSSC may at its option terminate the contract without any financial repercussion on either side.
- 26.4 In case due to a Force Majeure event RSSC, Jaipur is unable to fulfil its contractual commitment and responsibility, RSSC, Jaipur will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in the responsibility.

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27. DISPUTE SETTLEMENT MECHANISM

- 27.1 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. RSSC 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.
- 27.2 Venue of Arbitration: The Sole Arbitrator shall have its seat in Jaipur.

27.3 The Arbitration proceedings will be in English Language.

27.4 Each party shall bear its own cost of preparing and presenting its own case (including all fees and other expenses), unless otherwise awarded by the Sole Arbitrator.

27.5 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 Arbitration proceedings.

27.6 All matters connected with this shall be governed by the Rajasthan law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the Courts at Jaipur.

28. APPLICABLE LAW

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

29. RESERVED RIGHTS

29.1 RSSC 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.
- 29.2 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, RSSC shall terminate or cancel the appointment / engagement of the Bidder, and nothing shall be payable or be paid by RSSC to the Bidder as compensation/damages or penalty.

29.3 RSSC will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if RSSC decides to cancel the RFP process or for any reason whatsoever.

29.4 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 RSSC to facilitate the evaluation process.

30. CORRUPT OR FRAUDULENT PRACTICES

30.1 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, RSSC: -

Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent of the contract in question.

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- ii. Will declare a firm ineligible or debar/blacklist, either indefinitely or for a stated period of time, to be awarded a contract by RSSC 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.
- 30.2 RSSC 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."

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ANNEXURE 'I' | TERMS OF REFERENCE (TOR)

1. General

Rajasthan State Sports Council, (hereafter referred as "RSSC") an autonomous organisation established by Department of Youth Affairs & Sports, Government of Rajasthan invites Online Bids from qualified organisations to associate with RSSC as Agency to provide professionals for multiple sports domains for Govt. of Rajasthan.

2. About RSSC

Sports in Rajasthan have had a glorious past in the field of archery, basketball, cycling, shooting, etc. However, in the recent years, sports performance of Rajasthan has declined. There is a lot of potential in the State and with a sizeable youth population, we remain a State yet to become a sports powerhouse.

With a mission-level clarity to focus on contributing to the medal tally in 2028 Olympics, Department of Youth Affairs and Sports (DYAS), Government of Rajasthan and Rajasthan State Sports Council (RSSC) is embarking on an ambitious action plan to gradually elevate performance and achievements in sports while nurturing the sports ecosystem in the State.

3. Broader Vision

DYAS intends to establish a Sports Management Agency comprising a team of well-experienced and qualified professionals in the field of Sports and sports science, to help in planning and execute the Department's vision to become the leading sports State in the country.

By establishing this Sports Management Agency, broader long-term vision of the Department will be accelerated, and execution will be done in a planned manner. The Sports Management Agency will primarily function out of RSSC office, Jaipur with intermittent travel to other locations on requirement basis.

The selection of a Sports Management Agency shall assist in achieving the following objectives:

- Building a robust Talent Identification and Development system
- Creating a vibrant sports culture in the State
- Providing requisite support for sportspersons and other key stakeholders
- Development of fundamental infrastructure focussing on Field-of-Plays required for sports
- Ultra-modern training facilities to the players and coaches of the district for enhancing the performance at National and International level
- Setting-up High-Performance centres & RCOE and providing adequate sports science support to talented athletes
- Increasing the no. of medals at National and International level by the sportspersons of the State
- Use of technology-enabled platforms for performance enhancement for sportspersons

4. Number of Seats and Disciplines covered by RCOEs and training places

Following disciplines will be considered under RCOE:

S.N.	Disciplines	Max Nur Budding A]
1	Shooting	25		-
2	Athletics	25		
3	Archery	15		
4	Boxing	15		-
5	Para sports	20		
	Total .	100	Sign	ature yąlid
	No of TOPS athletes	50	Oigi	iatule vallu
Bo	Grand total	150	Digitally	signed by Rair ndra Singl
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The COE will be established in Jaipur at various places mentioned below-

Sr no	Discipline	Place
1	Shooting & Archery	Jagatpura OASIS
2	Other disciplines	SMS Stadium Jaipur Vidhyadhar Nagar stadium

5. Scope of Services

The scope of work for the Sports Management Agency will include but is not limited to:

Section A: Operational Management of RCOE -

1. Hiring Of Subject Matter Experts & Support Staff

Engage professional staff across various disciplines to ensure comprehensive athlete development. This includes:

- Technical Manpower: Recruitment of chief coaches, assistant coaches, and groundsmen to provide expert training and facility management.
- Sports Science Staff: Hiring sports science doctors, physiotherapists, psychologists, and other specialists to support athletes' physical and mental health.
- Administrative & Operational Staff: Employing a CEO/COO, young professionals, and clerical staff to manage operations efficiently.

*Selection Committee, Hiring, & Other Processes:

- To ensure that the best personnel are selected for the center, a selection committee will be established. This 4-member committee will consist of the CEO/COO, two members from the Rajasthan State Sports Council (RSSC), and one representative from the Sports
- Management Agency HR team. The committee will conduct interviews, scrutinize candidates, and verify qualifications to ensure that only the most qualified individuals are chosen to contribute to the athlete development program.
- Regarding sport specific technical, sport science, and operational staff, the criteria would
 be to select the people with most relevant expertise and experience. Focus would be more
 on subject matter experts with experience on international / national projects and in case
 there is lack of relevant expertise then the next option would be to choose from local /
 state level experts.
- All other staff related to running of the facility including mess staff and operational staff would be preferably selected from locals for ease of functionality.
- All staff members will be employed by the Sports Management Agency and will be the company's responsibility. This includes, but is not limited to, managing processes such as visa applications, accommodation arrangements, and other necessary support for foreign coaches, if applicable.

2. Program Development

Design and implement training programs tailored to enhance athletes' skills in specific sports disciplines. This includes:

- Developing customized sport specific training manuals for enhancing athletes' knowledge.
- Upskilling of technical staff through theoretical knowledge and practical application under the guidance of sport federation and top courses.

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3. Athlete Development

Focus on the holistic growth of athletes through:

- Regular performance evaluations to track progress and identify areas for improvement.
- Focus on provision individually assessed dietary plans for all athletes for nutritional in take
 of food on regular basis as well as relevant supplements such as but not limited to
 creatine, BCAA, multivitamins, omega 3, and more.
- Educational support including admission in local schools /home schooling set up at the RCOE facility itself.

4. Exposure Trips & Competitions

Organize opportunities for athletes to participate in national and international competitions, including:

- Planning logistics for travel, accommodation, and participation in events.
- Facilitating exposure trips to different sport science centres, other state academies / NCOEs / HPCs. Creation of competitions calendar to enter and enhance competitive experience at the local, state, national, & international level.

5. Administrative Set Up

Establish a robust administrative framework to support operational activities, including:

- Setting up the office and include internet connectivity at the facility.
- Create an efficient communication system among staff members.
- Implementing policies and procedures to streamline operations.

6. Apparels

- Provide athletes with high-quality training and competition apparel that meets international standards.
- Sourcing materials and designing uniforms that reflect the branding of the RCOE.

7. Social Media & Marketing

Develop a marketing strategy to promote the RCOE and its athletes through:

- Creating engaging content for social media platforms such as Instagram, X, Facebook, LinkedIn.
- Building partnerships with local businesses and media outlets to enhance visibility.

8. Athlete Monitoring System

Implement a comprehensive monitoring system to track athlete performance metrics, including:

- Utilizing technology to gather data on training loads, recovery times, and overall health.
- Regularly reviewing data to inform coaching decisions and athlete development strategies.

9. Athlete Contracts / Agreements

 The Sports Management Agency will secure player agreements and contracts, ensuring that all negotiations are conducted with professionalism and integrity. The Sports

Management Agency will be responsible for identifying and attracting talent, negotiating terms that align with both the players' aspirations and the strategic goals of the RCOE (including RTOPS athletes).

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• This includes drafting comprehensive contracts that cover key aspects such as salary, duration, performance incentives, and termination clauses, while also ensuring compliance with relevant regulations and industry standards. The Sports Management Agency will facilitate communication between players and all relevant stakeholders, providing expert guidance throughout the negotiation process to protect the interests of all parties involved.

10. Infrastructure Assessments & Reporting

- Once boarded as the Sports Management Agency, the agency will be doing venue recces
 to assess the existing infrastructure including Field of Play, Warm Up area, kitchen set
 up, Gymnasium and surrounding relevant space and sport specific equipment.
- Post assessment, the Sports Management Agency will create in depth reports to be submitted to RSSC for any required upgradation of existing infrastructure and equipment and a laundry list that includes everything to run such facilities.

Section B: Rajasthan Talent Scouting Program -

- Development and deployment of Talent Identification System capable of accommodating up to 25,000 participants over a period of two months.
- Provision of 4 Sports Management Agency resources stationed at the RSSC office for two
 months. The Sports Management Agency will be responsible for training, setup, and oversight
 of the software aspect.
- Creation of athlete profiles within the assessment tool, allowing for benchmarking against top athletes.
- Implementation of secure login features for RSSC personnel to monitor and configure assessments, as well as for coaches/assessors to input assessment data.
- Generation of detailed assessment, reports for RSSC, providing insights into the overall performance of athletes.
- Implementation of customized live dashboard for RSSC officials to monitor the entire program real time from the head office.
- RSSC could assign any other work related to RCOE & development program if required.

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Annexure I(a): Constitution of the Team/ Minimum Proposed Manpower Deployment for RCOE

1. Coaching Staff per discipline:

To provide best training to the athletes, reputed and experienced coaches will be hired through contract as per the qualification and experience prescribed by SAI or other state govt.

Sr. No.	Coaching staff	No.
1.	High Performance Coach/ Chief Coach	5
2.	Coach	5
3.	Asst. Coach	10
4.	Games boy/Groundsman	10
Part of the same		1 10

2. Sports Science Staff:

For achieving excellence in identified sports disciplines, there is a need for providing adequate scientific support to the athletes undergoing training. Hence, following sports science staff shall be deployed on contract basis as follows:

Sr. No.	Profile	No.
1.	Sports Medicine Doctor	
2.	Sr. Physiotherapist	1.00
3.	Jr. Physiotherapist	1.00
4.	Sr. Strength & Conditioning Expert	2.00
5.	Jr. Strength & Conditioning Expert	1.00
6.	Exercise Physiologist	2.00
7.	Sport Psychologist	2.00
8.	Sport Masseur Therapist	
9.	Bio mechanist	1.00
10.	Nursing Assistant	
11.	Pharmacist	1.00
	Total	1.00
	Total	17.00

a. Administrative and Operational Staff:

To ensure smooth functioning of RCOE, following administrative and operational staff will be deployed in RCOE.

Administrative Staff:

S.N.	Post		No of Chaff
1	COO/CEO		No. of Staff
2			1
2	Young Professional/ PO		2
3	Warden (M/F)	*	2
4	Office Clerk	25	2
5	DEO/Computer Operator		2
	, pare operator		
			9

Operational Staff:

S.N.	Post	
4		No of Staff
1.	Store In charge	01
2.	Plumber	01
3.	Electrician	- 01
1		01
٦.	Security Guard	09
5.	Cleaning Staff	09
		21

b. Mess Staff

Sr. No.	Particulars	Number	
1	Nutritionist	1 1	
2	Chef	1	
3	Assistant Chef	1	
4	Mess Manager	1 .	
5	Cooks	<u> </u>	hile
6	Cleaning Staff	- 3 Pignature y	allu
7	Helper	3 Digitally signed by Paig	odra Cinal
have all r	ights to amond no of all I	3 Digitally signed by Rain 13 Designation Secretary	niura Singh /

Note: RSSC have all rights to amend no. of all these professional staff if Patheo 2025.02.18 12:14:22 IST Reason: Approve

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Annexure- I (b): Staff Qualification & Criteria

Sr. No.	Particulars	Qualification
1	High Performance Coach/ Chief Coach	Eligibility Criteria: Diploma or equivalent in Coaching from SAI, NS NIS, or from any other recognised Indian/Foreign University, OR Medal Winner in Olympics/Para Olympics/World Championships/Asian Championship/Commonwealth Championship/Asian Games or Twice Participation in Olympics/Para Olympics/World Championships/Asian Championship/Commonwealth Championship/Asian Games, (As defined by SAI) OR Dronacharya Awardee.
		Experience: 15 years of coaching experience in developing Olympics/Para Olympics/World Championships/Asian Championship/ Commonwealth Championship/Asian Games athlete in relevant sports for Diploma Holders or equivalent in Coaching from SAI, NS NIS, or from any other recognised Indian/Foreign University. OR 5 years of coaching experience in relevant sports for Medal Winner in Olympics/Para Olympics/World Championships/Asian Championship/ Commonwealth
		Championship/Asian Games OR 10 years of coaching experience in relevant sports for Twice Participation in Olympics/Para Olympics/World Championships/Asian Championship/Commonwealth Championship/Asian Games OR
2		Eligibility Criteria: Diploma or equivalent in Coaching from SAI, NS NIS, or from any other recognised Indian/Foreign University, OR Medal Winner in Olympics/Para Olympics/World Championships/Asian Championship/Commonwealth Championship/Asian Games, (As defined by SAI) or Twice Participation in Olympics/Para Olympics/World Championships/ Asian Championship/Commonwealth Championship/Asian Games, (As defined by SAI) OR Dronacharya Awardee. Experience: 8 years of coaching experience in developing Olympics/Para Olympics/World Championship/Asian Championship/ Commonwealth Championship/Asian Games athlete in relevant sports for Diploma Holders or equivalent in Coaching from SAI, NS NIS, or from any other recognised Indian/Foreign University.
		Syears of coaching experience in relevant sports for Medal Winner in Olympics/Para Olympics/World Championships/Asian Championship/ Commonwealth Championship/Asian Games OR Syears of coaching experience in relevant sports for Twice Participation in Championships/Para Olympics/World Championships/Asian Championship/Commonwealth Championship/Asian Games OR Syears of coaching experience in relevant sports for Dronacharya Awardee.

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Sr. Particulars No.		Qualification		
3	Asst. Coach	Eligibility Criteria: Diploma or equivalent in Coaching from SAI, NS NIS, or from any other recognised Indian/Foreign University, OR Medal Winner in Olympics/Para Olympics/World Championships/Asian Championship/Commonwealth Championship/Asian Games, (As defined by SAI) Experience: 5 years of coaching experience in developing Olympics/Para Olympics/World Championships/Asian Championship/ Commonwealth Championship/Asian Games athlete in relevant sports for Diploma Holders of equivalent in Coaching from SAI, NS NIS, or from any other recognised Indian/Foreign University. OR 2 years of coaching experience in relevant sports for Medal Winner in Olympics/Para Olympics/World Championships/Asian Championship/Asian Games OR 3 years of coaching experience in relevant sports for Twice Participation in Olympics/Para Olympics/World Championships/Asian Championship/Asian Championship/Asian Games		
4	Games boy/Groundsman	OR 1 years of coaching experience in relevant sports for Dronacharya Awardee. Proficient knowledge of maintaining lawns, fields and grounds. Proficient with operating grounds keeping equipment such as tractors, power mowers and forklifts.		
		2+ years work experience in a similar position		
5	Sports Medicine Doctor	MBBS MD Sports Medicine and 2+ years work experience in a similar position.		
6	Sr. Physiotherapist	MPT and 2+ years work experience in a similar position.		
7	Jr. Physiotherapist	MP1/BP1 and 2+ years work experience in a similar position		
8	Sr. Strength & Conditioning Expert	ASCA Certificate/ Diploma 1 Year and 2+ years work experience in a similar position.		
9	Jr. Strength & Conditioning Expert	ASCA Certificate/ Diploma 6 Month and 2+ years work experience in a similar position.		
10	Exercise Physiologist	Bachelor/Master Physiology and 2+ years work experience in a similar position.		
11	Sport Psychologist	and 2+ years work experience in a similar position.		
12	Sport Masseur Therapist	Diploma in Sports Masseur and 2+ years work experience in a similar position.		
13	Bio mechanist	Bachelor/Master Bio mechanist and 24 years week		
14	Nursing Assistant	Bachelor/Master Bio mechanist and 2+ years work experience in a similar position. GNM/BSC Nursing and 2+ years work experience in a similar position. D Pharma / B Pharma and 2+ years work experience in a similar position.		
15	Pharmacist	D Pharma/ B Pharma and 2+ years work experience in a similar position.		
16	COO/CEO	minimum experience of 15 years working in sports domain		
		Working with elite athletes		
		Experience of working in a leadership position while executing projects with Centra Govt. / State Govt. in sports domain (directly / indirectly)		
17	Young	Experience of working in grassroots sector (minimum 10)		
	Professional/ PO	Experience of working as a Project Head for at least 2 Talent Identification Projects for Sports events of National or State Repute		
		Experience of working as a Project Head for High Performance Center		

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Sr. No.		Qualification		
18	Warden (M/F)	Degree or diploma in PTET		
19	Office Clerk	Graduation in any stream		
20	DEO/Computer Operator	O level diploma or rscit		
21	Store In charge	Graduation in any stream		
22	Plumber	ITI or diploma in same field		
23	Electrician	ITI or diploma in same field		
24	Security Guard	Ex-Serviceman Ex-Serviceman		
25	Cleaning Staff	NA		
26	Nutritionist	Eligibility Criteria: Bachelor's or Master's degree in Nutrition, Dietetics, or a related field. Certification from a recognized body (e.g., Registered Dietitian (RD), Certified Sports Nutritionist). Experience: 3 years or more sports specific experience and at elite level with national teams - Preferred.		
27	Chef	Eligibility Criteria: Degree or diploma in culinary arts from a recognized institution - Desirable Experience: Minimum 5 years of experience in professional kitchens, and in high-volume kitchens. Prior experience in preparing specialized diets or meals for athletes is preferred.		
28	Assistant Chef	Eligibility Criteria: Degree or diploma in culinary arts from a recognized institution - Desirable Experience: Minimum 2 years of experience in professional kitchens, and in high-volume kitchens. Prior experience in preparing specialized diets or meals for athletes is preferred.		
29	Mess Manager	Eligibility Criteria: Bachelor's degree in Hospitality Management, Food Service Management, or a related field — Desirable. Experience: 3 or more years of experience in professional kitchens, and in high-volume kitchens. Prior experience in managing athlete facility kitchens is preferred.		
30	Cooks	Experience: Minimum 2 years of experience in professional kitchens, and in high-volume kitchens. Prior experience in preparing specialized diets or meals for athletes is preferred.		
31	Cleaning Staff	NA NA		
32	Helper	NA		

Note-RMOC and RSSC competent Authority can amend above qualification of man power/resources as per requirement and demand.

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ANNEXURE 'II' | DOCUMENTS TO BE SUBMITTED

The following documents are to be submitted with the RFP. Upload online the scanned copies as per the instructions mentioned in Annexure IX.

S.N.	Criteria	Document to be submitted online				
I.	& Documents					
1	Tendering Authority					
2	Details of Bidding	Secretary Rajasthan State Sports Council, Jaipur 1 Name				
	Organization	- Marine				
		2 Office Address				
		3 Telephone				
		4 Mob. No.				
		5 Name and Designation of				
		Authorized Person				
		6 Email ID				
3	Bank Name					
4	Account Number	•				
5	IFSC Code					
6	RFP/Tender Fees	Conned convert to 1 5				
	1417 Fanda Fees	Scanned copy of tender Fee Receipt / Demand Draft/Banker's Cheque for b				
		document lee in rayor of the Secretary, RAJASTHAN STATE SPORTS COUNCIL				
7	Processing Fees	JALI ON PAYADIE AL JAIDUF.				
	- recessing reces	Scanned copy of DD/ Banker's Cheque for processing fee, in Favor of the				
8	EMD/ Bid Security	1 . M. Maging Director, National IIII Services I Imited Jainur payable at I-i				
	Scanned copy of DD/ Banker's Cheque/Dedaration for EMD in Favor of the					
9	Bid Submission Form	SCACCALLY, TOURS ITTAIN STATE SPURTS (OUNCIL TATPLIE DEVANDO OF Joinney				
		Scanned copy of Signed and Stamped Bid Submission Form as pe				
10	Authorized Signatory					
	Bidder's authorisation	Scanned copy of Power of Attorney in favour of Authorised				
	certificate	signatory of Bidding Documents. OR				
		Signed and scanned copy of Board resolution in favour of Authorized signatory of the bidder.				
		(Sample Attached at Annexure VI)				
11	Declaration regarding	A declaration confirming Acceptance of all terms and Conditions of the				
	Acceptance of all terms and	RFP on bidder's letter head and its subsequent amendments without				
	Conditions of the RFP and its	any deviation.				
II.	subsequent amendments					
1	Legal Entity	ocuments: Criteria as Mentioned in Clause 1 of Annexure III.				
-	Legal Littly	copy of Incorporation Certificate Copy of Degistration Couties				
		Life GST & TT (FAIN) Authorities				
		Contract Labour (Regulation and abolition) Act 1970				
		Employees provident funds and miscellaneous provision Act 1053				
		Employee state insurance Act 1948				
		Contract Labour (Regulation and abolition) Act 1970				
		Rajastnan snops and commercial establishment Act 1059				
		or Indian Partnership Act 1932				
		Or Indian Companies Act 1956/ 2013				

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2	Bidder's Credential	The hidden and t			
		The bidder must be currently managing at least One High Performance Center (HPC)/center of excellence with collaboration of State Govt/Centre Govt. or Association/Federation affiliated unit by SAI for any sport with a team of at least 10 staff members deployed at the HPC/COE. The bidder should have the experience of in executing one project having Athlete Assessments or digitization of athlete assessment for State Govt/Centre Govt. or Association/Federation affiliated unit by SAI in at least 10 sports in the last 3 years up to 31st October 2024. Relevant MOUs/LOAs to be submitted by the bidder			
3	Blacklisting	The bidder should not be blacklisted by any agency of the central government, Public Sector Undertaking or by any department of any State Government. Self- certification on bidder's letterhead. False certification and/or non- disclosure will lead to forfeiture of the EMD and disqualification from the evaluation process.			
4	Average	The bidder should have an average appual turnover for			
	Minimum	Constitution advisor of the feet shorte services contracted and the feet of th			
	Turnover	within the last three Financial Years (FY 2021-22, FY 22-23, FY 23-24) Annexure XIII duly signed by the statutory auditor or CA.			
5	Stamp	An affidavit on non-judicial stamp of Rs 100/-, that you are not blacklisted/debarred in any department, will have to be submitted after getting it certified by a notary.			
6	Signed	Complete and attach approximate A. B. C. B. T. a.			
	Annexure	Complete and attach annexure – A, B, C, D, E & F prescribed under finance (G and T) department's circular dated 04-02-2013.			
7	Labour	Upload the detail of the license issued by the Labour Department and			
	License	the documents of validity date.			
8	Consultant	Annexure VII along with similar Work Order I Satisfacts			
	Experience	completion/running certificates (In case of completed/running			
		projects)/ valid Moos Irom client			
		Note: Similar work means work done of Centre of Excellence or High			
9	T	renormance centre.			
9	Team	CVs as per format at <u>Annexure VIII</u> along with declaration			
		regarding availability [FOII] the part of the resource CVs should and			
		w tist of projects to be considered for evaluation in			
		elaborating the suitability against requirement in evaluation criteria.			
IV.	Financial Bid	Criceria.			
1	Financial Bid	As per format at Appeause II Div. 2015			
		As per format at Annexure H, Price Bid Format. To be uploaded only in			
-		the Price Bid Section of State e-procurement website.			

Note: Wherever applicable, the above documents shall be used for evaluation purpose as well. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above. All the Bids so submitted must be **unconditional**. Bidders should make sure that all the pages should be **numbered**, and **an index** should be attached as first page with the Bid. The authorized signatory of the Bidder must sign the Bid with proper name, designation duly stamped at appropriate places and initial all the remaining pages of the Bid. RSSC reserves its right to demand for original documents as and when required. Nonproduction of original documents shall be considered as a material deviation and may render the cancellation of bid followed by consequences such as forfeiture for Bid amount/Performance security at the discretion of RSSC.

Signature yalid

Digitally signed by Rais ndra Singh Designation, Secretary Date: 2025.02. No. 10:14:22 IST Reason: Approver

ANNEXURE 'III' | ELIGIBILITY & EVALUATION CRITERIA/TECHNICAL QUALIFICATION

1. Pre-Qualification Criteria

As per details & documents mentioned in Annexure- II

2. EVALUATION CRITERIA/PROCESS

The technical bid of each eligible Bidder shall be evaluated in accordance with the following methodology:

77.53	Particulars	Maximun Marks
A	Relevant experience of the bidder (Documents related to the projects along with scope of work, MoU, Work-order satisfactory and completion certificates with consideration/ commitment value should be submitted as part of the eligible projects) Average annual turnover from specta.	50
	projects/ sports technology in the last three Financial Years (FY 2021-22, FY 22-23, FY 23-24) • More than 30 Cr – 15 marks • 20 Cr to 30 Cr – 10 marks • 15Cr to 20 Cr – 05 marks	15
2	Experience of the bidder in executing projects having Athlete Assessments or digitization of athlete assessment for multiple sports for State Govt/Centre Govt. or Association/Federation affiliated unit by SAI in the last 3 years (FY 2021-22, FY 22-23, FY 23-24) as on the RFP due date: • Three project for multiple sports – 15 Marks • Two project for multiple sports – 10 Marks • One project for multiple sports – 05 Marks Work Order & Agreement along with the Scope of Work and number of sports. Satisfactory running/completion certificate should be submitted for running/completed projects	15
3	sport with a team of staff members deployed at the HPC/COEwith collaboration of State Govt/Centre Govt. or Association/Federation affiliated unit by SAI One High performance centre/COE – 10 Marks Two High performance centre/COE – 15 Marks Three or more High performance centre/COE – 20 Marks Work Order/LOA/ Contract mentioning the scope of work and the team deployed. Running/Completion certificate should be submitted for running/completion certificate should be submitted for running/completion.	20
В	reservant experience of core ream proposed for the assignment	20
1	Cinei Execution Officer	20
2	Affidavit for providing CEO with eligible criteria & experience mentioned in Annexure I(b) High Performance Coach (Chief Coach (April 2))	5
	Affidavit for providing High Performance Coach/Chief Coach/Asst. Coach with eligible criteria & experience mentioned in Annexure I(h)	5
3	Young Professionals/ PO Affidavit for providing Young Professionals/ PO with eligible criteria & experience mentioned in Annexure I(b)	5
4	Sports Science Expert Affidavit for providing Sports Science Expert with eligible criteria & experience mentioned in Annexure I(b)	5
С	Presentation	
1	Methodology statement, work plan and execution plan Technical Approach based on Terms of Reference and Scope of Work (c) Key Personnel along with previous work experience	30
	Total Marks	

Note: Bidder should submit an affidavit for deploying such qualified Coaching Staff & Manpower with relevant experience and eligibility. If bidder fails to deploy such experience and eligibility or presents false affidavit RSSC will have all rights to cancel the contract & blacklive firm. In such case performance security will also be forfeited

Digitally signed by Rair ndra Singh Designation Secretary Date: 2025.02.18/17:14:22 IST

ANNEXURE 'IV' | BID SUBMISSION FORM

Rajasthan State Sports Council.

Sub: Selection of Sports Management Agency

Dear Sir,

- With reference to the RFP dated ___for the above captioned project, and clarification issued by RSSC, Jaipur thereof, I/We _ ____, having examined all relevant documents and understood their contents, hereby submit our Proposal for Selection of Sports Management Agency for Operations and Management of RCOE and conducting and digitizing Assessments for Talent Identification for the Rajasthan State Sports Council (RSSC) under Government of Rajasthan as per the terms mentioned in this RFP.
 - All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
 - This statement is made for the express purpose of this RFP and for associating with RSSC for the aforementioned Project.
 - 4. I/We shall make available to RSSC, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
 - 5. I/We acknowledge the right of the RSSC, to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
 - 6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
 - I/we certify that we fulfil the "Fit and Proper Person" criteria as mentioned in this RFP document.
 - 8. I/we understand that RSSC may cancel the Selection Process at any time and that RSSC neither bound to accept any Proposal that RSSC may receive nor to select the Bidder without incurring any liability to the Bidders.
 - The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
- 10. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

- I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by RSSC.
- I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with RSSC or any other public sector enterprise or any government, Central or State; and
- I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
- It is certified that the bidder is not related directly to any employee of Rajasthan State Sports Council/ Department of Youth Affairs & Sports. A person is deemed to be a relative of another if, and only, if
- They are members of a Hindu undivided family; or a.
- b. They are husband and wife; or
- 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)

Signature valid

Digitally signed by Rais ndra Singh Designation \ Secreta

Date: 2025.02 14:22 IST

ANNEXURE 'V' | BANK GUARANTEE FORM FOR BID SECURITY

Wherea	S	(hereinafter	called the "Bio	ider") has si	ubmitted its
quotatio	on dated	for the sunn	ly of		(haustus C
that we	bid / against the Nooc's bid Neit	of	Know all pe	ersons by the	ese presents
Rajastha	an State Sports Council, Jaipur (her	reinafter called the "	'Purchaser) in th	are bo	ound unto
Durin trii	is	ans by these presen	its Spaled with	the Common	C1 - C 11
obligatio	on are:			. The condit	פורט סו נוווט
(i)	If the Bidder withdraws or amodocument, impairs or derogates this Bid.	ends, breaches the from the Bid in any	e terms and co respect within	onditions of the period o	the tender of validity of
(ii)	If the Bidder having been notified of its validity: -	of the acceptance of	of his Bid by the	RSSC during	the period
	Fails or refuses to furnish t the contract	he performance sec	curity for the du	ue Performan	ice of

Or b) Fails or refuses to accept/execute the Rate Contract.

the contract.

We undertake to pay RSSC up to the above amount upon receipt of its first written demand, without the RSSC having to substantiate its demand, provided that in its demand RSSC will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

Signature yalid

Digitally signed by Rairndra Singh Designation Secretary Date: 2025.02.18/10:14:22 IST Reason: Approve

36

ANNEXURE 'VI' | POWER OF ATTORNEY (SAMPLE)

(Note- Board resolution in case of company)

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our 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 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 , 2023.

(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 a non-judicial stamp paper of INR 100 (Hundred) and duly notarized by a notary public.

Signature yalid

Digitally signed by Rair ndra Singh Designation, Secretary Date: 2025.02.18/17:14:22 IST

ANNEXURE 'VII' | 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 or signed a valid MoU by the respective Purchaser/Client/ Partner of the Bidder stated as a single entity.

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

IMPORTANT:

Use separate sheet for each Eligible Project. Please mark each sheet as Annexure VII(a), Annexure VII(b), Annexure VII(c).... for each different project.

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.

Signature yalid

Digitally signed by Raindra Singh Designation Secreta Date: 2025.02.18/19: :14:22 IST Reason: Approve

ANNEXURE 'VIII' | FORMAT FOR CV

Name of Firm:	
Name of Professional:	
Position:	
Date of Birth:	
Country of Citizenship/Residence:	

Education:

Name of Institution	Degree Obtained	Year of Obtainment

Countries of work experience:

Employment Record

Name of Organisation	Position Held	Duration

Total Work Experience (Relevant):(in yy/mm/dd)

Brief Write-up of overall experience:

Work Experience:

Detailed Tasks Assigned	Reference to Prior Work/Assignments that Best Illustrates Work Experience
	Name of Assignment: Year: Client: Project Details: Main project features: Position Held: Activities performed:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Purchaser.

Name of Expert/ Personnel

Signature

Date

Endorsement of HR Department/Head of Academic Department

Signature yalid

Digitally signed by Rair ndra Singh Designation Secretary Date: 2025.02. 18/17:14:22 IST

ANNEXURE 'IX' General Instruction for Filling of Bid

- The complete bidding document has been published on the website <u>www.rssc.in</u> rajasthan.gov.in /www.sppp.rajasthan.sov.in & http://eproc.rajasthan.gov.in, for the purpose of downloading.
- 2. Bidders who wish to participate in this bidding process must register on http://eproc.rajasthan.gov.
- 3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 4. A Two-stage selection procedure shall be adopted.
- Bidder (authorized signatory) shall submit their offer on-line in electronic formats for Technical and financial proposal eProc on website http://eproc.raiasthan.gov.in. However, DD for Tender/Bid Document Fees, EMD/Declaration payable in favor of SECRETARY, RAJASTHAN STATE SPORTS COUNCIL, JAIPUR, payable at Jaipur and Processing Fees payable in favor of Managing Director, RAJCOMP Info Services Limited, payable at JAIPUR. Tender/Bid Document fee, EMD/Declaration and processing fee DD Should be submitted physically at the office of RAJASTHAN STATE SPORTS COUNCIL, Jaipur and Scanned copy of same should also be uploaded along with the technical bid/ cover.
- 6. RAJASTHAN STATE SPORTS COUNCIL, JAIPUR will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload on eProc website http://eproc.raiasthan.gov.in. the complete bid well advance in time so as to avoid Last hour rush issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 7. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-tendering process.
- 8. No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful Bidder.
- Training for the bidder on the usage of e-Tendering system (e-Procurement) is also being arranged by RISL on regular basis. Bidder interested for training may contact e-Procurement Cell RISL for booking the Training slot.
- a) Contact No. 0141-4022688/Helpline Help Desk Number 0L20-4200462.
 - b) E-mail: eproc@raiasthan.gov.in
 - Address: E-Procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Seheme, Jaipur.
- 10. Bidder should upload online the scanned copy of all documents required for this RFP

Signature yalid

Digitally signed by Rair ndra Singh Designation Secretary Date: 2025.02. 18/10:14:22 IST



ANNEXURE 'X' | Scope of Work expenses reimbursement

Sr. No.	·	Unit	Quantity	Frequency	Approximated salary/Expenses/
1	Manpower (Cost Per Year)	•			Description
i	High Performance Coach/ Chief Coach	Person	1		1,50,000
ii	Coach	Person	1		60,000
iii	Asst. Coach	Person	1		45,000
iv	Games boy/Grounds-man	Person	1		12,000
2	Sports Science Staff (Cost per y	ear)			12,000
i	Sports Medicine Doctor	Person	1		1,00,000
ii	Sr. Physiotherapist	Person	1	207-201-201-201-201-201-201-201-201-201-201	70,000
iii	Jr. Physiotherapist	Person	1		50,000
iv	Sr. Strength & Conditioning Expert	Person	1		80,000
V	Jr. Strength & Conditioning Expert	Person	1		60,000
vi	Exercise Physiologist	Person	1		60,000
vii	Sport Psychologist	Person	1		50,000
viii	Sport Masseur Therapist	Person	1		35,000
ix	Bio mechanist	· Person	1	14.	65,000
X	Nursing Assistant	Person	1		
xi	Pharmacist	Person	1		20,000
3	Administrative and Operational	Staff (Cost	ner vear)		20,000
i	COO/CEO	Person	1		1,50,000
ii ⊱	Young Professional/ PO	Person	1		40,000
iii	Warden (M/F)	Person	1		20,000
iv	Office Clerk	Person	1		15,000
V	DEO/Computer Operator	Person	1		
4	Operational Staff (Cost per ve	ar)	1		15,000
i	Store In charge	Person	1		25.000
ii	Plumber	Person	1		25,000
iii	Electrician	Person	1		18,000
iv	Security Guard	Person	1		18,000
V	Cleaning Staff	Person	1		18,000
5	Mess Staff (Cost per year)	T CISOII	1 .		18,000
i	Nutritionist	Person	1		
ii	Chef	Person	1		80,000
	Assistant Chef	Person	1		70,000
	Mess Manager		1		50,000
	Cooks	Person	1		35,000
	Cleaning Staff	Person	1		25,000
	Helper	Person	1		18,000
	Sports Player Diet	Person	1		15,000
	epond rayer Diet	Day/ Player	1		1,200

Signature valid

Digitally signed by Raindra Singh
Designation, Secretary
Date: 2025.02. 18/17:14:22 IST
Reason: Approver

Sr. No.	Description of Work	Unit	Quantity	Frequency	Approximated salary/Expenses/ Description
7	Apparels/Sports Kit (Match Apparels, Suits, etc)	Player	1		20,000
8	Athlete Development (Insurance, Medical Check- ups, supplements etc., Academics)	Yearly	n/a		Will be as per actual
9	Exposure Trips & Competitions (Accommodation, Registrations, Transport etc)	Yearly	n/a		Will be as per actual
10	Field Maintenance	* Yearly	n/a		Will be as per actual
11	Hostel Maintenance	Yearly	n/a		Will be as per actual
12	Tuition Fees	Yearly	n/a		Will be as per actual
13	Transportation for school	Yearly	n/a		Will be as per actual
14	Admin Expenses (Office Set up and Maintenance)	Yearly	n/a		Will be as per actual
15 .	Transportation Expenditure for the players for FOP	Yearly	n/a		Will be as per actual
16	Water & Electricity Charges	Yearly	n/a		Will be as per actual
17	Program Development	Yearly	n/a		Will be as per actual
18	Social media and Marketing	Yearly	n/a		Will be as per actual
19	Athlete Monitoring System	Yearly	n/a		Will be as per actual
20	Miscellaneous (Meal, Refreshment, Souvenirs for guest, Apartment for Rentals, Employee Expense)	Yearly	n/a		Will be as per actual
21	Talent Scouting Program cost (Development, Deployment of Talent Identification System for RSSC, Branding, Open Trails, Ceremony)	One time	n/a		Will be as per actual
22	Provision of managers for facilitating (preparing proposal for financial grant, travel and stay arrangement, data collection for performance tracking and recording keeping etc.) athletes (including RTOPs athlete)	Yearly	n/a		Will be as per actual
23	Sports Equipment	(as per requirement)	n/a		Will be as per actual

- Note: Above salary/expenses are tentative and approximate .Salary/Expenses will be finalize after approval by RMOC and RSSC Authority and Expenses will be reimbursed as per actual if found correct by RSSC
- SMA will take permission from RMOC and RSSC competent Authority prior to purchasing of Sports
 equipment. SMA will submit proposal, estimate of Sports equipment, Along with consent of
 Player/Players. RMOC & RSSC authority will examine and evaluate proposal and will take
 appropriate decision. RSSC officials should be included in purchasing procedure of Sports equipment.
- Salary of managers will be decided by RSSC competent authority if required.
- Expenses made by SMA during scope of work activity should be as per market rate. If RSSC officials found expenses are very high than RSSC will make payment as per market rate.

Signature yalid

Digitally signed by Raigndra Singh Designation Secretary Date: 2025.02. 18/17:14:22 IST

ANNEXURE 'XI' BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

То	
called "the supplier") has undertaken, in (description of services) (herein after ca by you in the contract that the supplier commercial bank recognized by you for	(Name and address of the supplier) (Hereinafter pursuance of Contract nodated_ for alled "the contract"). AND WHEREAS it has been stipulated shall furnish you with a bank guarantee from a scheduled the sum specified therein as security for compliance with its tract; AND WHEREAS we have agreed to give the supplier
the supplier, up to a total of words and figures), and we undertake supplier to be in default under the contr	(Amount of the guarantee in to pay you, upon your first written demand declaring the act and without cavil or argument, any sum or sums within foreRSSCd, without your needing to prove or to show grounds specified therein.
We hereby waive the necessity of your with the demand.	demanding the debt from the supplier before presenting us
to be performed there under or of any o	dition to or other modification of the terms of the contract of the contract documents which may be made between you e us from any liability under this guarantee and we hereby on or modification.
This guarantee shall be valid up toas per RFP.	days beyond the date of expiry of contract period
(Signat	ure 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

Signature valid

Digitally signed by Raigndra Singh
Designation Secretary
Date: 2025.02.18/19.14:22 IST
Reason: Approver

ANNEXURE 'XII'- DRAFT AGREEMENT FORMAT

This CONTRACT (hereinafter called the "Contract") is made the [day number] day of the month of [month], [year], between, on the one hand, The Secretary, Rajasthan state sports council, Jaipur-302 005 (hereinafter called the "Client") and, on the other hand, [name of Service Provider) (hereinafter called the "Service Provider").

WHEREAS:

- (a) The Client has requested the Service Provider to provide man power /resources and tor as par annexure I, I(a) & I(b) in the State of Rajasthan as defined and described in this Contract (herein after called the "Services")
- (b) The Service Provider, having presented to the Client that it has the qualified professional skills, expertise and technical resources, has agreed to provide the Services on terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - The Technical and Financial Proposals (Bids) submitted by the Service Provider
 - b) The Statement of Outcomes of Negotiations
 - c) The Conditions of Contract
 - Appendices:

In the event of any inconsistency between the documents, the following order of precedence shall prevail The Conditions of Contract. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
 - the Service Provider shall carry out the Services in accordance with the provisions of the Contract, and
 - the Client shall make payments to the Service Provider in accordance with the provisions of the Contract.
 - The work shall commence on.....and be

IN WITNESS HEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first written above.

Witness I FOR AND ON BEHALF OF

(THE SERVICE PROVIDER)

Witness 2 (Name) (Designation) (Address)

Witness 1 FOR AND ON BEHALF OF THE

Rajasthan state sports council, Jaipur-302 005

Witness 2 (Name)

(Designation)

Signature valid Digitally signed by Raindra Singh

Designation Accret

Date: 2025.02.18/ 14:22 IST



S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)
1.	2021-22	
2.	2022-23	
3.	2023-24	
	Certificate f	rom the Statutory Auditor
This is to	certify that the average t	urnover of M/s in the
	years is Rs	
Name of	the audit firm:	
UDIN No	.:	
Seal of th	e audit firm	

(Signature, name and designation of the authorized signatory)

Note:

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder.
- In case of not-for-profit organizations, turnover shall refer to funds generated by the entity

Signature valid

Digitally signed by Raigndra Singh
Designation Secretary
Date: 2025.02. 18 17:14:22 IST
Reason: Approver

45

Annexure A: Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
 - (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - (c) Not indulge in any collusion, Bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - (d) Not misuse any information shared between the procuring entity and the bidders with intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest. -

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- (i) A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:
- (a) Have controlling partners/shareholders in common; or
- (b) Receive or have received any direct or indirect subsidy from any of them; or
- (c) Have the same legal representative for purposes of the bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring Entity regarding the bidding process; or
- (e) The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid; or
- (f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, Work/supplies or services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

Signature yalid

Digitally signed by Raigndra Singh Designation. Secretary Date: 2025.02.18/10:14:22 IST

Date: 2025.02.18/10 Reason: Approve

Annexure B: Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In rel	ation to my/our E	3id subr	mitted to				for	procure	me	ent
of		in	response	to	their	Notice	inv	itina	R	ide
NO	Dated	I	/we		hereby	declare	under	Section	7	of
Rajast	than Transparency	in Pub	lic Procuremer	nt Act,	2012 that :		unacı	OCCLION	•	OI.

- I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entry;
- 2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state government or any local authority as specified in the Bidding Document.
- 3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- 4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- 5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date : Place:

Signature of bidder Name: Designation: Address:

Signature yalid

Digitally signed by Rair ndra Singh Designation Secretary Date: 2025.02. 18/10:14:22 IST

Annexure C: Grievance Redressed during Procurement Process

The designation and address of the First Appellate Authority is The Principal Secretary, Department of Sports & Youth Affairs, Government of Rajasthan, Secretariat, Jaipur-302 005

The designation and address of the Second Appellate Authority is Finance Department of Government of Rajasthan, Secretariat, Jaipur- 302005

(1) Filing an appeal:-

if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued there under, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a bidder as successful the appeal may be filed only by a bidder who has participated in procurement proceedings: Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

- (3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.
- (4) Appeals not to lie in certain cases:- No appeal shall lie against any decision of the procuring entity relating to the following matters, namely:-
- (a) Determination of need of procurement
- (b) Provisions limiting participation of bidders in the bid process
- (c) The decision of whether or not to enter into negotiations
- (d) Cancellation of a procurement process
- (e) Applicability of the provisions of confidentiality

(5) Form of Appeals:-

- (a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee,
- (c) Every appeal may be presented to first appellate authority or second appellate authority, as the case may be, in person or though registered post or representative.

(6) Fee for filing Appeal:-

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be nonrefundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a scheduled bank in India payable in the name of appellate authority concerned.

(7) Procedure for disposal of Appeal:-

- (a) The first appellate authority or second appellate authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the first appellate authority of second appellate authority, as the case may be shall- (i) hear all the parties to appeal present before him; and (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

 (d) The order passed under sub-clause (c) above shall also be placed on the str provide the copy of order to the parties to appeal free of cost.
- procurement portal.

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Date: 2025.02.18/ 14:22 IST

Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii. It there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, Work/supply's or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Digitally signed by Raigndra Singh Designation, Secretary Date: 2025.02.18/17:14:22 IST

Annexure E: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

10,	
{Tendering Authority},	
I/ We {Name/ Designation} hereby declare/ cer	rtify that {Name/ Designation} is hereby authorized
	he company/ firm in dealing with Tender with
RAJASTHAN STATE SPORTS COUNCIL, JAIPU	JR.
He/ She is also authorized to attend meeting	gs & submit technical & commercial information/
clarifications as may be required by you in the	e course of processing the Bid. For the purpose of
validation, his/ her verified signatures are as un	der.
Thanking you,	
Name of the Bidder: -	
	Verified Signature:
Authorized Signatory: -	
Seal of the Organization: -	
Date:	
Place:	

Signature valid

Digitally signed by Raigndra Singh
Designation Secretary
Date: 2025.02.18/19:14:22 IST
Reason: Approve

Annexure F

UNDERTAKING BY THE BIDDER

This is to certify that I/we before signing this RFP\tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them. I/We have signed all the pages in acceptance of the terms and conditions.

I/We also undertake that I/We will not adopt any malpractices at any stage of bidding/execution.

Signature of the Bidder with Seal

Name: Designation: Address:

Signature yalid

Digitally signed by Raigndra Singh Designation Secretary Date: 2025.02. No 10:14:22 IST Reason: Approved



FORM No. 1 [See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

	Place Date	Signature yalid
7.	Prayer:	
	(Supported by an affidavit)	
6.	Grounds of appeal:	
5.	Number of affidavits and documents enclosed with the appeal:	
4.	If the Appellant proposes to be represented by a representative, the name and postal address of the representative:	
	against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:	
3.	Number and date of the order appealed	
	3.	
	1. 2.	
2.	Name and address of the respondent(s):	
	(i) Name of the appellant: (ii) Official address, if any: (iii) Residential address:	
1.	Particulars of appellant:	
	Appeal No of	(First/Second Appellate Authority)

Digitally Bighet by Kajandra Singh Designation Secretary Date: 2025.02.18/17:14:22 IST Reason: Approver

Annexure H

FINANCIAL BID/BOQ

Tender for providing the services on job basis to RSSC

Tender No.:

- I/We accept all the terms and conditions of your Tender Notice referred to above. It is certified that the above quoted rate is in compliance with Minimum Wages Act and all the statutory provisions and rules as applicable.
- GST as applicable will be paid.
- Minimum Service Charge should not be less than 5% (five %).

S.No.	Particulars	Consolidated Service	e Charge (Rate in %)
		In Figure	In Words
1	2	3	4
1.	Professional manpower/ resources and other services as per Annexure I, I(a) & I(b)		

Signature yalid

Digitally signed by Rais ndra Singh Designation Secretary Date: 2025.02. No. 19:14:22 IST Reason: Approver

Annexure J

Check List for RFP

SN	Particulars	Details	Documents Enclosed Yes/No	Page No.
1	Name of Bidding organisation			
2	Tender Fees	Scanned copy of temder Fee Receipt / Demand Draft/Banker's Cheque for bid document fee in Favor of the Secretary, RAJASTHAN STATE SPORTS COUNCIL, JAIPUR payable at Jaipur.		
3	Processing Fees Scanned copy of DD/ Banker's Cheque for processing fee. in Favor of the Managing Director, Raj-Comp Info Services Limited, Jaipur, payable at Jaipur			
4	EMD/ Bid Security	Scanned copy of DD/ Banker's Cheque/Declaration for EMD in Favor of the Secretary, RAJASTHAN STATE SPORTS COUNCIL, JAIPUR payable at Jaipur.		
5	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per Annexure IV.		
6	Authorized Signatory	Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents. OR Signed and scanned copy of Board resolution in favour of Authorized signatory of the bidder.		
		(Sample Attached at Annexure VI)		
7	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	A declaration confirming Acceptance of all terms and Conditions of the RFP on bidder's letter head and its subsequent amendments without any deviation.		
8	Legal Entity	Copy of Incorporation Certificate, Copy of Registration Certificates with the GST & IT (PAN) Authorities Contract Labour (Regulation and abolition) Act 1970 Employees provident funds and miscellaneous provision Act 1952		
		Employee state insurance Act 1948		
		Contract Labour (Regulation and abolition) Act 1970 Rajasthan shops and commercial establishment Act 1958 Or Indian Partnership Act 1932 Or Indian Companies Act 1956/ 2013		
9	Bidder's Credential	The bidder must be currently managing at least One High Performance Center (HPC)/center of excellence with collaboration of State Govt/Centre Govt. or Association /Federation affiliated unit by SAI for any sport with a team of at least 10 staff members deployed at the HPC/COE. The bidder should have the experience of in executing one project having Athlete Assessments or digitization of athlete assessment for State Govt/Centre Govt. or Association/Federation affiliated unit by SAI in at least 10 sports in the last 3 years up to 31st October 2024. Relevant MOUs/LOAs to be submitted by the bidder		

Signature valid

Digitally signed by Raigndra Singh
Designation, Secretary
Date: 2025.02.18/17.14:22 IST
Reason: Approver

SN	Particulars	Details	Documents Enclosed Yes/No	Page No.
10	Consultant Experience	Annexure VII along with similar Work Order + Satisfactory Completion/running Certificates (In case of completed/running projects)/Valid MoUs from client. Note: Similar work means work done of Centre of Excellence or High Performance Centre.		
11	Blacklisting	The bidder should not be blacklisted by any agency of the central government, Public Sector Undertaking or by any department of any State Government. Self-certification on bidder's letterhead. False certification and/or non-disclosure will lead to forfeiture of the EMD and disqualification from the evaluation process.		
12	Average Minimum Turnover	The bidder should have an average annual turnover from sports consulting/advisory services/ Sports Services/ sports projects/ sports technology within the last three Financial Years (FY 2021-22, FY 22-23, FY 23-24) Annexure XIII duly signed by the statutory auditor or CA with UIDN		
13	Stamp	An affidavit on non-judicial stamp of Rs 100/-, that you are not blacklisted/debarred in any department, will have to be submitted after getting it certified by a notary.		
14	Signed Annexure	Complete and attach annexure – A, B, C, D, E & F prescribed under finance (G and T) department's circular dated 04-02-2013.		
15	Labour License	Upload the detail of the license issued by the Labour Department and the documents of validity date.		

Signature valid

Digitally signed by Raigndra Singh
Designation Secretary
Date: 2025.02.18 17.14:22 IST
Reason: Approver