



**GOVERNMENT OF INDIA  
MINISTRY OF YOUTH AFFAIRS AND SPORTS  
DEPARTMENT OF SPORTS**

**REQUEST FOR PROPOSAL (RFP) FOR DEVELOPMENT OF  
TALENT SEARCH WEB PORTAL UNDER DEPARTMENT OF  
SPORTS**

Department of Sports under Ministry of Youth Affairs and Sports (MYAS), Government of India, for and on behalf of President of India, invites proposals from interested and eligible firms to be selected for development of talent search portal under Department of Sports.

2. The RFP document can be downloaded from the website of MYAS (<http://yas.nic.in>) under Department of Sports section. The RFP document can also be seen in "eprocure.gov.in" and "tenders.gov.in".

3. Last date for submission of proposals will be 14 (fourteen) days from the date of publication of this advt. in the newspaper.

Contact person :- Under Secretary (Sports Development), Mission Directorate – Sports Development, Department of Sports, Ministry of Youth Affairs and Sports, Govt. of India, Cafeteria Building, Pragati Vihar Hostel, CGO Complex, Lodhi Road, New Delhi-110003. Tele No: 011-24361823. Tele Fax No: 011-24361820. E-mail ID: [arunkumar.s@nic.in](mailto:arunkumar.s@nic.in)

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RAKESH KUMAR  
अवर सचिव / Under Secretary  
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Ministry of Youth Affairs & Sports  
भारत सरकार, नई दिल्ली  
Govt. of India, New Delhi-110001



भारत सरकार  
युवा कार्यक्रम और खेल मंत्रालय  
खेल विभाग

खेल विभाग के अंतर्गत प्रतिभा खोज वेब पोर्टल के विकास हेतु प्रस्ताव के लिए  
अनुरोध (आरएफपी)।


युवा कार्यक्रम और खेल मंत्रालय (एमवाईएस), भारत सरकार के तहत खेल विभाग, भारत सरकार के राष्ट्रपति की ओर से खेल विभाग के अंतर्गत प्रतिभा खोज पोर्टल के विकास हेतु चयनित करने के लिए रुचिकर तथा पात्र फर्मों से प्रस्ताव आमंत्रित करता है।

2. आरएफपी दस्तावेज खेल विभाग के अनुभाग के अंतर्गत एमवाईएस (<http://yas.nic.in>) की वेबसाइट से डाउनलोड किया जा सकता है। आरएफपी दस्तावेज को "eprocure.gov.in" और "tenders.gov.in" में भी देखा जा सकता है।

3. प्रस्ताव प्रस्तुत करने की अंतिम तिथि इस विज्ञापन के समाचार पत्र में प्रकाशन की तारीख से 14 (चौदह) दिनों की होगी।

संपर्क व्यक्ति:- अवर सचिव (खेल विकास), मिशन निदेशालय - खेल विकास, खेल विभाग, युवा कार्यक्रम और खेल मंत्रालय, भारत सरकार, कैफेटेरिया बिल्डिंग, प्रगति विहार हॉस्टल, सीजीओ कॉम्प्लेक्स, लोधी रोड, नई दिल्ली-110003। टेली नं.:011-24361823, टेली फैक्स नंबर: 011-24361820, ई-मेल आईडी: [arunkumar.s@nic.in](mailto:arunkumar.s@nic.in)

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सत्यमेव जयते

**Government of India  
Ministry of Youth Affairs and Sports  
Department of Sports**

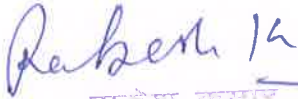
**Request for proposal (RFP) for Development of Talent Search  
Web Portal under Department of Sports**

*Rakesh Kumar*

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Govt. of India, New Delhi-110001

### Important Information Sheet

<b>Event</b>	<b>Particulars</b>
<b>Last date and time for seeking clarification</b>	<b>20.10.2016 at 1500 Hrs.</b>
<b>Date and Time for Pre bid Conference</b>	<b>24.10.2016 at 1100 Hrs.</b>
<b>Date of Issue of Clarification by Department of Sports, MYAS</b>	<b>27.10.2016.</b>
<b>Last date and time for Bid submission</b>	<b>01.11.2016 at 1500 Hrs.</b>
<b>Date &amp; Time of Opening of Technical Bids</b>	<b>01.11.2016 at 1530 Hrs.</b>
<b>Date of Presentation by the shortlisted bidders</b>	<b>09.11.2016.</b>
<b>Place of Submission of RFP</b>	Under Secretary (Sports Development) Department of Sports, Ministry of Youth Affairs & Sports, Government of India, Cafeteria Building, Pragati Vihar Hostel, CGO Complex, Lodhi Road, New Delhi-110003.
<b>Contact Person</b>	Under Secretary (Sports Development) Department of Sports, Ministry of Youth Affairs & Sports, Government of India, Cafeteria Building, Pragati Vihar Hostel, CGO Complex, Lodhi Road, New Delhi-110003.
<b>Contact Phone Numbers etc.</b>	Tele No. 011-24361823 Fax: 011-24361820 E-Mail: arunkumar.s@nic.in

  
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सत्यमेव जयते

**Government of India**  
**Ministry of Youth Affairs & Sports**  
**Department of Sports**

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**RFP No. 48-1/MYAS/Khelo India/2016 dated 14<sup>th</sup> October, 2016.**

**Request for proposal (RFP) for Development of Talent Search**  
**Web Portal under Department of Sports.**

**1. Introduction:**

**1.1 DefiRFPions**

- i. **“Employer”** means the Ministry of Youth Affairs & Sports, Department of Sports.
- ii. **“Contract”** means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- iii. **“Project specific information”** means such part of the Instructions to bidders used to reflect specific project and assignment conditions.
- iv. **“Day”** means calendar day.
- v. **“Government”** means the Government of India
- vi. **“Personnel”** means professionals and support staff provided by the bidder or by any implementing agency and assigned to perform the Services or any part thereof;
- vii. **“Bid”** means the Technical Bid and the Financial Bid.
- viii. **“Assignment / job”** means the work to be performed by the selected bidder pursuant to the Contract.
- ix. **“Successful Bidder”** means the bidder which is selected for award of Assignment/job.
- x. **“Implementing Agency”** means any agency, contractor or entity with which the selected bidder subcontracts any part of the Assignment / job.
- xi. **“Terms of Reference”** (TOR) means the details included in the RFP specifically in Para 2 or otherwise as well as the contract which explain the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the selected bidder, and expected results and deliverables of the Assignment / job.

  
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1.2 Department of Sports under the Ministry of Youth Affairs & Sports (MYAS), Government of India, for and on behalf of President of India, invites bids from eligible bidders to be considered for Development of a Web Portal for Talent Search.

## 2. Brief Scope of Work:

**2.1 Talent Search :** MYAS is implementing “Khelo India – National Programme for Development of Sports” scheme from the current financial year 2016-17. One of the objectives of the scheme is identification of sporting talent. It has been decided to start a Talent Search Portal under the Department of Sports. The portal is intended to give a fair opportunity to talented children from every nook and corner of the country to pursue their dreams of achieving excellence in sports.

It is proposed to collect all relevant data in respect of those children under age 12 and from age 12-16 who are interested in sports. The web portal shall contain all the details of child, namely, Name of the child, Date of Birth, Parents' name, full profile picture of the child and both the parents, place of residence, Aadhar Card No., if any, Details of school in which the child is studying, any particular sports/games in which the child is interested, details of game/sports in which the child has participated at school level /district level/State level / National level, details of medal / trophy /award achieved by the child in any sports/games, address for correspondence, contact telephone number / mobile number / e-mail id, if any . The capacity of the portal shall be such as to accommodate requirement of different of sports, estimate / service needs. Further it shall allow mobile, online and offline uploading facility

Details of the performance and potential of a child including video and photographs could be uploaded on the portal by children, their parents, relatives, teachers and others on the portal. A format will be available on the portal to capture the key details of the child. After due scrutiny, children with potential will be given an opportunity to appear for a battery of tests which could be conducted at nearest SAI Centre among others. Those who pass the battery of tests will be admitted to the training centres of SAI. Sports Ministry will also persuade the State Governments and other to admit some of such children in their centres. Such talented children who are not able to leave their current places of residence for any reason may be offered a scholarship to help them pursue excellence in sports.


The portal will allow talented children to stake their claim for support including admission to sports training centres from the comforts of their homes and will simplify procedures. It will be particularly beneficial to the disadvantaged sections of the society.

## 2.2 The Terms of reference of the selected Bidder will broadly include the following:

2.2.1 The objective of this assignment is to install a web Portal to select talented sportspersons. The data shall be uploaded by willing children in such a way that Ministry of Youth Affairs & Sports should be able to cull through the data, identify a budding sportsperson in a child and select the child for further grooming up the sports talent.

2.2.2 The appointed “Bidder” will be expected to work directly with the MYAS in successfully planning and implementing the web portal and maintaining the system in future. Broad expectations from the talent search portal are available in **Annexure 1**.

2.2.3 The Bidder is expected to intimate the phases of development of the portal and likely release of the same in a specific period of time.

  
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2.2.4 The Intellectual Property Rights (IPR) over the web portal and data uploaded therein will lie with the Department of Sports, MYAS.

2.2.5 Any other item of work that is incidental to and essential for completion of the project to be included in the Form of Contract after due consultation between both the parties.

### 3. Eligibility:

3.1 The bidders should meet the Financial and Technical eligibility criteria (Quality Evaluation Criteria) as per parameters laid down in **Annexure 2** to this RFP.

### 4. Clarifications on RFP Document:

4.1 The prospective bidders requiring any clarification on this document shall notify MYAS in writing or by Fax or by e-mail at the MYAS mailing address indicated in Para 9.6 below, latest by **20.10.2016 at 1500 Hrs.,**. Clarifications sought, if any, are to be asked in the following format:

S. No.	Clause No. of the RFP	Query / Clarification sought

4.2 Pre-Bid conference will be held at **1100 Hours on 24.10.2016** at the address stated in Para 9.6 below. All efforts will be made to furnish clarifications either on the spot in the pre-Bid Conference or in exceptional cases, the same will be furnished subsequently. In either case, the minutes of the pre-bid meeting containing all the clarifications issued shall be posted on the website of the Ministry latest by **27.10.2016**.

4.3 Any clarifications issued by MYAS shall form an integral part of this document and shall amount to an amendment of the relevant clauses of this document.

### 5. Documents / details to be submitted in the Offer:

5.1 The Bidder is required to furnish the following documents / details:

- (i) Technical details about the Bidder and other relevant information in the formats prescribed at **Annexure 3 to 5**. Such information will form the basis of technical evaluation.
- (ii) Certificate of Incorporation / Registration.
- (iii) Copy of aims and objectives of the bidder.
- (iv) Audited annual reports, certificates in support of turnover, solvency, net worth, PBIDT along with a certificate from the statutory auditors of the company certifying the turnover.
- (v) Copy of Certificates for Service Tax and copy of PAN and TAN.

(vi) Copy of RFP & clarifications issued by MYAS to this RFP, if any, duly signed and stamped on each page by the authorized signatory of the bidder as a mark of acceptance of all conditions of the RFP.

(vii) A certificate from the Chairman / Company Secretary of the firm certifying the details of the signatory authority and attestation of such authority's signature or POA in favour of the signatory authority for the purpose of signing bid documents.

(viii) A detailed write – up on the consultant's approach and methodology to perform the consultancy assignment based on the TOR mentioned in Clause 2.2.

**Note:**


- (a) All papers which are a photocopy and submitted as part of the proposal shall be duly attested by the Company's CS / CA or authorized signatory.
- (b) Each of the pages of the proposal submitted will be signed and stamped by the Authorized Signatory of the Bidder.
- (c) Each page of the proposal should be duly numbered and total number of pages in the proposal should be clearly mentioned in the proposal. Index of the documents submitted in this RFP should be given and location of the documents submitted should be clearly mentioned in the Index so that Evaluation Committee is able to easily locate them.
- (d) In case any value of money is indicated in a currency other than INR, the same will be converted into INR by MYAS as per the exchange rate prevailing on the date of opening of the RFP.
- (e) Only proposals complete in all respects and containing all requisite information / data shall be accepted and evaluated. Proposals which are incomplete in any manner shall be summarily rejected and no requests for condonation / acceptance of information after the final date for submission of tender documents shall be entertained.

**6. Availability of RFP / Processing Fee:**

6.1 RFP can be downloaded from the website of this Ministry at [www.yas.nic.in](http://www.yas.nic.in) as well as "eprocure.gov.in" and "tenders.gov.in". Each bid will be accompanied with a non-refundable fee of **Rs.6,000/- only** (Rupees Six Thousand Only) (Rs. 1000/- towards the cost of RFP plus Rs. 5000/- as processing fee) payable by means of a Demand Draft / Banker's Cheque drawn in favour of the PAO, Department of Sports, Government of India payable at New Delhi. Technical Bids not accompanied by the prescribed fee shall be summarily rejected.

**7. Earnest Money Deposit:**

7.1 To safeguard the interests of the Government, each bid will also be accompanied by an Earnest Money Deposit (EMD) of **Rs.10 Lakhs only (Rupees Ten lakhs only)**. Earnest Money shall be deposited along with the Technical Bid by means of a Demand Draft / Banker's Cheque drawn in favour of the PAO, Department of Sports, Government of India payable at New Delhi or Fixed Deposit Receipt / Bank Guarantee drawn in favour of the Department of Sports, Government of India payable at New Delhi. Bank Guarantee Form is enclosed as **Annexure 7**.

  
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Technical bids not accompanied by EMD shall be summarily rejected. No interest shall be payable by the Employer for the sum deposited as EMD.

7.2 EMD will be returned to all unsuccessful bidders without interest as soon as practicable after a decision on bids.

7.3 The earnest money shall be liable for forfeiture in the following events:


- (i). If the Bid is withdrawn during the validity period or any extension thereof.
- (ii). If the Bid is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- (iii). If the Bidder tries to influence the evaluation process.
- (iv). If the Bidder after acceptance of the bid by the Employer in writing fails to appear for signing the contract document for undertaking the assigned job in question.
- (v) If the First ranked Bidder withdraws the bid during negotiations (Failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Bidder).
- (vi) Fails or refuses to furnish the additional performance Security/balance performance Security after adjustment of the Earnest Money in accordance with conditions of the RFP.

## 8. Performance Security Deposit:

8.1 Successful bidder shall, within one week from the date of conveying acceptance of the tender in his favour in writing, have to deposit a sum equal to five per cent of the total estimated cost in the same manner as laid down in Paragraph 7.1 for depositing Earnest Money. In the case of the successful bidder, the earnest money already deposited by him will not be refunded to him / her but will be adjusted against the security deposit and the balance, if any, will have to be paid by him / her within the aforesaid period. Alternatively, the successful bidder may submit security for the entire amount in the laid down manner and seek refund of the security deposit.

## 9. Submission of proposals:

9.1 **Two Bid system:** The Bids shall be submitted in 2 separate sealed covers - one for Technical Bid and the other for Financial Bid. The Technical Bid shall be placed in a sealed cover clearly marked as “**Technical Bid in response to Department of Sports RFP No. 48-1/MYAS/Khelo India/2016 dated 14<sup>th</sup> October, 2016 for Development of Talent Search Portal under Department of Sports**”. Similarly, the financial bid shall be placed in a sealed cover clearly marked as “**Financial Bid in response to Department of Sports RFP No. 48-1/MYAS/Khelo India/2016 dated 014<sup>h</sup> October, 2016 for Development of Talent Search Portal under Department of Sports**” and will also mention the name of the Bidder with address and Stamp. The envelopes containing the Technical Bid alongwith EMD and bid processing fees and Financial Bid shall be placed in an outer envelope and sealed.

  
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This outer envelope shall bear the address of the recipient as mentioned in Para 9.6 below and will also mention the name of the Bidder with address and Stamp. The Department of Sports, MYAS shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and / or marked as stipulated. The validity of the bids submitted should be for a period of 6 months.

**9.2 Technical Bid will consist of –**

- (i) Copy of RFP & clarifications issued by MYAS to this RFP, if any, duly signed and stamped on each page by the authorized signatory of the bidder as a mark of acceptance of all conditions of the RFP.
  - (ii) Non-refundable Fee mentioned in Para 6 above.
  - (iii) Prescribed Earnest Money Deposit (EMD).
  - (iv) All documents as specifically mentioned in Para 5.1 of this RFP.
  - (v) Information in Annexure 4 to 7.
- Technical bids not meeting this requirement will not be considered and summarily rejected.

9.3 The Bidders whose Technical Bids are qualified may be asked to make a presentation on **09.11.2016**.


9.4 The Financial Bid shall be submitted as per **Annexure 6** and kept in a separate sealed cover as explained in Para 9.1 above.

9.5 While Technical Bids will be opened on the date and time given in Paragraph 10.1 below, Financial Bid of only technically qualified bidders will be opened later for which separate date and time will be notified on the website of this Ministry. Bidders should be on the lookout for the date of opening the financial bids by visiting the website of this Ministry from time to time.

9.6 The proposals from the interested eligible Bidders shall be accepted at the following address up to **1500 Hrs** (Indian Standard Time) on **01.11.2016**.

The proposal shall be addressed to:

The Under Secretary ( Sports Development)  
Department of Sports,  
Ministry of Youth Affairs & Sports,  
Government of India,  
Cafeteria Building,  
Pragati Vihar Hostel, CGO Complex, Lodhi Road,  
New Delhi-110003  
Tele No. 011-24361823  
Fax: 011-24361820  
E-mail: arunkumar.s@nic.in

  
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9.7 The proposal may be sent by post or delivered in person on the above mentioned address. The responsibility for ensuring that the proposals are delivered in time would vest with the Bidder. MYAS shall not be responsible if the proposals are delivered late or elsewhere.

9.8 Proposals received either by post or courier service or in person after the specified date and time will not be opened or considered. MYAS, at its discretion, may extend the deadline for the submission of the proposals, as it may deem appropriate.

#### 10. **Opening of Bids:**

10.1 MYAS shall open the Technical Bids at **1530 hours on 01.11.2016** at the address stated in Para 9.6 above in the presence of authorized representatives from participating Bidders, who choose to attend. In case the date fixed for opening of the Bids is subsequently declared as holiday by the Government, the Bids will be opened on the next working day with the time and venue remaining unaltered.

#### 11. **Evaluation:**

11.1 The Bids will be evaluated, based on the eligibility criteria and submission of all the requisite information / documents as asked for in this RFP, as per **Annexure 2**.

11.2 Bidder meeting the eligibility after evaluation will be selected for development of talent search portal under Department of Sports.

11.3 Evaluation shall be made on Cost Evaluation under Combined Quality Cum Cost Based System (CQCCBS).

11.4 Under CQCCBS, the Technical Bids will be allotted weightage of 70% and only Bidders securing a minimum of 70% marks in technical evaluation shall be considered technically qualified. Financial Bids of only those firms who are technically qualified shall be opened publicly on the date and time to be notified, in the presence of the Bidders' representatives who choose to attend. The name of the Bidders, their technical score (if required) and their Financial Bids shall be read aloud. Financial Bids will be allotted weightage of 30%.

11.5 Bid with the lowest cost may be given a financial score of 100 and other Bids given financial scores that are inversely proportional to their prices.

11.6 The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

11.7 Highest points basis: On the basis of the combined weighted score for quality and cost, the Bidder shall be ranked in terms of the total score obtained. The Bid obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the Bids securing lesser marks as H-2, H-3 etc.

11.8 The Bidder whose Bid has been ranked as H-1 shall be declared the "Successful Bidder". Thus, only one Bidder shall be selected as "Successful Bidder".

11.9 The Name of the Successful Bidder along with details of cost etc., shall be posted on the Departmental website after the award to the Successful Bidder has been made and communicated to him/her in writing.

## 12. Award of Contract:

12.1 Department of Sports, Ministry of Youth Affairs & Sports will issue a letter of Award of Contract for development of talent search portal to the selected Bidder. The Successful Bidder will sign the contract after fulfilling all the formalities within seven days of issuance of the letter of Award of Contract in the standard form of contract as per **Annexure 8**.

12.2 The terms of payment are as per **Annexure 9**.

## 13. Auditing of the accounts of the successful bidder :

The accounts of the successful bidder shall be open to the Employer for auditing by Controller Auditor General of India or any of his designated representative at any time and upto five years after expiration or termination of the contract

## 14. Disclaimer

14.1 The information contained in this RFP or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Department of Sports, MYAS or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

14.2 This RFP is not an agreement. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Department of Sports, MYAS in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Department of Sports, MYAS, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidders is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Department of Sports, MYAS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

14.3 Department of Sports, MYAS, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, 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.

14.4 Department of Sports, MYAS 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.


14.5 Department of Sports, MYAS 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.

14.6 Department of Sports, MYAS reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in toto 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 MYAS's action.

14.7 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 the Department of Sports, MYAS or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and the Department of Sports, MYAS 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.

14.8 Any effort by a Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing shall result in non consideration / rejection of its Bid.

14.9 Department of Sports, MYAS reserves the right to change the schedule of dates / time stated in this RFP. Changes, if any, will be displayed on the website of MYAS. Further, any communication with regard to this RFP shall be placed on MYAS website only. As such, the Bidders are requested to check the MYAS website regularly.

  
राकेश कुमार  
RAKESH KUMAR  
अवर सचिव / Under Secretary  
युवा कार्यक्रम और खेल मंत्रालय  
Ministry of Youth Affairs & Sports  
भारत सरकार, नई दिल्ली  
Govt. of India, New Delhi-110001

14.10 In case of any dispute, Jurisdiction of courts in New Delhi will apply.

14.11 The responsibility of giving truthful information without concealing any facts is that of the Bidder(s). In case, at any stage, it is found that any information given by the Bidder(s) is false / incorrect / concealed, then Department of Sports, MYAS 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 / blacklisting etc. without incurring any liability to the affected bidder(s) on the ground of MYAS's action.

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अवर सचिव / Under Secretary  
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भारत सरकार, नई दिल्ली  
Govt. of India, New Delhi-110001

**BROAD OUTLINE OF THE EXPECTATIONS FROM TALENT SEARCH PORTAL**

1. Development of Talent Search web portal.
2. Development of software to filter, edit, select a talented sportsperson from any particular sports/games.
3. Development of software to retrieve any data pertaining to any sports discipline in respect of any particular sportsperson under a particular age group.
4. The data shall be stored in such a way that any information as may be required by the Department of Sports shall be retrieved. Hence, the software programming may be developed accordingly to meet the requirement of Department of Sports.
5. Maintenance of the portal for one year from the date of launching of the portal.
6. Any other item of work that is incidental to and essential for completion of the project to be included in the Form of Contract after due consultation between both the parties.

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राकेश कुमार  
RAKESH KUMAR  
अवर सचिव/Under Secretary  
यु. व. कार्यलय और खेल मंत्रालय  
Ministry of Youth Affairs & Sports  
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**Evaluation Criteria****Technical Bids**

Item Code	Parameter	Maximum Marks	Criteria
<b>1. Organizational Strength:</b>		<b>30 marks</b>	
(i)	Company should be a software company for at least 05 (five) years.	<b>10</b>	Company should be in the business of software for at least 05 (five) years.
(ii)	Company should have adequate number of full time qualified technical professionals in the field of software with a minimum of 25 personnel.	<b>20</b>	Marks will be graded depending upon the number of such qualified personnel.
<b>2. Financial Strength:</b>		<b>30 marks</b>	
(i)	The company should have a minimum turnover of Rs. 5 crore	<b>20</b>	Marks will be graded depending upon the quantum of turn over.
(ii)	The company should have earned net profit for at least one year in the last three years of 2013-14, 2014-15 and 2015-16..	<b>10</b>	
<b>3. Relevant Experience:</b>		<b>15 marks</b>	
(i)	The company must have experience of in the field of software development for the period of five years.	<b>15</b>	Marks will be graded depending upon the number of years of experience.

Item Code	Parameter	Maximum Marks	Criteria
4	<b>APPROACH AND METHODOLOGY</b>		<b>25 marks</b>
	Consultants Approach and Methodology to perform the Consultancy assignment based on the TOR supplied by the Client		Mark to be allotted on the basis of presentation made by the bidder on the following parameters : i. Technical approach and methodology : <b>10 marks</b> ii. Work plan including PERT / CPM chart : <b>10 marks</b> iii. Steps to be taken for timely completion of the project; Plan B or alternate methods to complete the project in any eventuality : <b>5 marks</b>
<b>Total (1 to 4) : 100 Marks</b>			
<b>70 % weightage will be given on the marks scored in Technical Bid.</b>			

*Rakesh K*

राकेश कुमार  
**RAKESH KUMAR**  
अवर सचिव / Under Secretary  
युव कार्यक्रम और खेल मंत्रालय  
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## Details about the Bidder

S.No.	Particulars									
1.	Full name of the Bidder (In capital letters)									
2.	Full address of the Bidder									
3.	(A) Telephone No. (B) Fax No.									
4.	Names and details of the Authorized Signatory of this RFP (Address, contact telephone Number, Mobile number, FAX No., Email ID)									
5.	Has the bidder been black listed by any organization. If so, attach the details of the same.									
6.	PAN:									
7.	TAN:									
8.	Service Tax registration No.:									
	No. of full time employees with the bidder	Graduates	Supporting Staff							
Financial strength of the Organization for the last 5 years.	Turnover					Net Profit				
	2011	2012	2013	2014	2015	2011	2012	2013	2014	2015
	-12	-13	-14	-15	-16	-12	-13	-14	-15	-16


9. It is hereby certified that ..... (The bidder herein) has never been black-listed by Central / State governments / PSUs.

10. It is hereby submitted that all the terms and conditions of this RFP are acceptable to the Bidder.

11. It is certified that none of my relative(s) is (are) employed in Ministry of Youth Affairs & Sports

I hereby certify that the above-mentioned particulars are true and correct.

Signature of Authorized Signatory.  
Name of Authorized Signatory  
Stamp

  
राकेश कुमार  
RAKESH KUMAR  
अवर सचिव / Under Secretary  
युवा कार्यक्रम और खेल मंत्रालय  
Ministry of Youth Affairs & Sports  
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**Annexure 4**

**Details of personnel proposed to be detailed for development of Talent Search Portal**

<b>S. No.</b>	<b>Category</b>	<b>No. of persons</b>
1.	Graduates	
2.	Supporting Staff	
Total		

Details of Name, Designation, Qualification and Experience of each individual mentioned above may be attached as Appendix to this Annexure.

Signature of Authorized Signatory.

Name of Authorized Signatory

Stamp

*Rakesh K*

राकेश कुमार  
RAKESH KUMAR  
अवर सचिव / Under Secretary  
युवा कार्यक्रम और खेल मंत्रालय  
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**Annexure 5**

**Details of the experience in successfully executing projects in the past 5 years.**

S. No.	Type of activity	Title of the Project/Job	Name & address of the Client	Duration of Project (in months) & Year of Start & Completion	Value of the Project/ Job (Rs. in Lakh)	Details of Services /Products delivered

Signature of Authorized Signatory.  
Name of Authorized Signatory  
Stamp

*Rakesh Kumar*

राकेश कुमार  
RAKESH KUMAR  
अवर सचिव / Under Secretary  
युव कार्यक्रम और खेल मंत्रालय  
Ministry of Youth Affairs & Sports  
भारत सरकार, नई दिल्ली  
Govt. of India, New Delhi-110001

**Financial Bid**

To

Under Secretary (Sports Development)  
Department of Sports,  
Ministry of Youth Affairs & Sports,  
Government of India,  
Cafeteria Building,  
Pragati Vihar Hostel, CGO Complex,  
Lodhi Road,  
New Delhi-110003.

<b>Particulars</b>	<b>Amount (Rs.)</b>
Cost for development of Talent Search Portal	

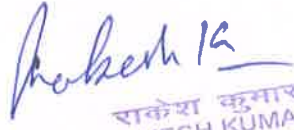
(Charges quoted should be excluding taxes, levies etc., All taxes, levies etc, as applicable should be mentioned separately.

Signature of Authorized Signatory.

Name of Authorized Signatory

Stamp

**30% weightage will be given on the Financial Bid.**

  
राकेश कुमार  
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**BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

**The President of India  
(Through:  
Department of Sports,  
Government of India,  
Ministry of Youth Affairs & Sports,  
Shastri Bhawan, New Delhi).**


WHEREAS ..... (Name of the Bidder) (hereinafter called "the Bidder") has submitted bid dated ..... In response to RFP No. 48-1/MYAS/Khelo India/2016 dated 05<sup>th</sup> October, 2016 floated by Department of Sports, Ministry of Youth Affairs & Sports, Govt. of India, New Delhi for development of Talent Search Portal under Department of Sports (hereinafter the Bidder)

KNOW ALL people by these present that we ..... (Name and Address of Bank) having our Registered Office at ..... (hereinafter called "the Bank") are bound into Department of Sports, Ministry of Youth Affairs & Sports, Govt. of India, New Delhi (hereinafter called "the Employer"), in the sum of Rs. 10 Lakh only (Rupees Ten lakh only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

SEALED with the Common Seal of the Bank this ..... Day of October, 2016 THE CONDITIONS of this obligation are that the earnest money shall be liable to forfeiture by the Employer in the following events.

- i) If the bid is withdrawn by the Bidder during the validity period of the bid or nay extension as agreed to by the Bidder.
- ii) If the bid is varied or modified in a manner not acceptable to the Employer after opening of the bid during the validity period or the any extension thereof.
- iii) If the Bidder tries to influence the evaluation process.
- iv) If the Bidder after acceptance of the bid by the Employer in writing fails to appear for signing the contract document for undertaking the assigned job in question.
- v) If the First ranked Bidder withdraws the bid during negotiations (Failure to arrive at consensus by both the parties shall not be constructed as withdrawal of proposal by the consultant).
- vi) Fails or refuses to furnish the additional performance Security/balance performance Security after adjustment of the Earnest Money in accordance with conditions of the RFP.

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

  
राकेश कुमार  
RAKESH KUMAR  
अवर सचिव/Under Secretary  
युव कार्यक्रम और खेल मंत्रालय  
Ministry of Youth Affairs & Sports  
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Govt. of India, New Delhi-110001


This Guarantee will remain in force up to and including ..... after the deadline for submission of Bids or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE..... SIGNATURE OF THE BANK.....

WITNESS.....

SEAL.....

.....



राकेश कुमार  
RAKESH KUMAR  
अवर सचिव / Under Secretary  
युवा कार्यक्रम और खेल मंत्रालय  
Ministry of Youth Affairs & Sports  
भारत सरकार, नई दिल्ली  
Govt. of India, New Delhi-110001

**CONTRACT FOR DEVELOPMENT OF NSTSS WEB PORTAL AND RELATED  
WORK**

**BETWEEN**

**GOVERNMENT OF INDIA  
MINISTRY OF YOUTH AFFAIRS & SPORTS  
DEPARTMENT OF SPORTS  
NEW DELHI**

**AND**

**SUCCESSFUL BIDDER**

**DATED:-**

*Rakesh Kumar*

राकेश कुमार  
RAKESH KUMAR  
अवर सचिव / Under Secretary  
युवा कार्यक्रम और खेल मंत्रालय  
Ministry of Youth Affairs & Sports  
भारत सरकार, नई दिल्ली  
Govt. of India, New Delhi-110001

## Contract

This contract (hereinafter called the "Contract") is made on this .... Day of the month of ....., 2015 between the President of India acting through Ministry of Youth Affairs & Sports, Department of Sports, Govt. of India, New Delhi (hereinafter the called the "Employer") of the first part

And

..... (Successful Bidder) (hereinafter the called the "service provider").


The word "Party" hereinafter means either to the "Employer" or "Service provider" as the case may be and "Parties" means both of them.

Whereas the Service provider, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the Notice Inviting Tender (RFP) dated \_\_\_\_\_ issued by the Employer and

Whereas the "Employer" has accepted the offer of the Service provider to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer"'s notice to the Service provider instructing the Service provider to begin carrying out the Services.
2. The Service provider shall execute the work as mentioned in Para 2.2 and Annexure 2 of the RFP dated 05<sup>th</sup> October, 2016 as amended/clarified vide letter dated .....August, 2015.
3. Unless terminated earlier pursuant to Clause 9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP mentioned in Para 2 above.
4. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
5. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.
6. It is the Employer's policy to require that the Employer as well as Service provider observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;
  - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

  
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- (iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

7.1 Force Majeure. (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract. 7.3 Measures to be Taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service provider, upon instructions by the "Employer", shall either: (i) demobilize,; or (ii) continue with the Services to the extent possible, in which case the Service provider shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 15.

8. Suspension: The "Employer" may, by written notice of suspension to the Service provider, suspend all payments to the Service provider hereunder if the Service provider fails to perform any of its obligations under this Service provider, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Service provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service provider of such notice of suspension.

#### 9. Termination

9.1 By the "Employer": The "Employer" may terminate this Contract in case of the occurrence of any of the events specified below:-

(a) If the Service provider fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing.

(b) If the Service provider becomes (or, if the Service provider consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Service provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 15 hereof.

(d) If the Service provider, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Service provider submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer". (ee) If the Service provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.


(f) If the Service provider fails to provide the quality services as envisaged under this Contract.

(g) If, as the result of Force Majeure, the Service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(h) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

9.1.2 In such an occurrence the "Employer" shall give a not less than thirty (30) days' written notice of termination to the Service provider, and sixty (60) days' in case of the event referred to in (h).

9.2 By the Service provider: The Service provider may terminate this Contract, by not less than thirty (30) days' written notice to the "Employer", in case of the occurrence of any of the events specified below:- (a) If the "Employer" fails to pay any money due to the Service provider pursuant to this Contract and not subject to dispute pursuant to Clause 15 hereof within forty-five (45) days after receiving written notice from the Service provider that such payment is overdue.

  
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(b) If, as the result of Force Majeure, the Service provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the "Employer" fails to comply with any final decision reached as a result of arbitration pursuant to Clause 15 hereof.

(d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Service provider may have subsequently approved in writing) following the receipt by the "Employer" of the Service provider notice specifying such breach.

9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clause 9 hereof, or upon expiration of this Contract pursuant to Clause 3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 10.3 hereof, (iii) the Service provider obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 10.6 hereof, and (iv) any right which a Party may have under the Law.

9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 9.1 or 9.2 hereof, the Service provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses 9.1 or 9.2 hereof, the "Employer" shall make the following payments to the Service provider: (a) If the Contract is terminated pursuant to Clause 9.1 (g), (h) or 9.2, remuneration for the Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 9.1 (a) to (f), the Service provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merint as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of Clause 16 of this agreement. The Service provider will be required to pay any such liquidated damages to the Employer within 30 days of termination date.

9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause 9.1 or in Clause 9.2 hereof has occurred, such Party may, within forty-five days after receipt of notice of termination from the other Party, refer the matter to Clause 15 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.



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## OBLIGATIONS OF THE SERVICE PROVIDER

### 10. General


10.1 Standard of Performance: The Service provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Employer", and shall at all times support and safeguard the "Employer"'s legitimate interests in any dealings with Sub-Consultants or Third Parties.

10.2 Conflict of Interests: The Service provider shall hold the "Employer"'s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Service provider shall promptly disclose the same to the Employer and seek its instructions.

10.2.1 Service provider not to benefit from Commissions, Discounts, etc.: (a) The payment of the Service provider pursuant to Clause 13 hereof shall constitute the Service provider only payment in connection with this Contract and, subject to Clause 10.2.2 hereof, the Service provider shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Service provider shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment. (b) Furthermore, if the Service provider, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Service provider shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Service provider in the exercise of such procurement responsibility shall be for the account of the "Employer".

10.2.2 Service provider and Affiliates Not to Engage in Certain Activities: The Service provider agrees that, during the term of this Contract and after its termination, the Service provider and any entity affiliated with the Service provider, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Service provider's Services for the preparation or implementation of the project.

10.2.3 Prohibition of Conflicting Activities: The Service provider shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

  
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Govt. of India, New Delhi-110001


10.3 Confidentiality: Except with the prior written consent of the "Employer", the Service provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service provider and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

10.4 Insurance to be Taken out by the Service provider: The Service provider (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain insurance, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverages specified in the contract, and (ii) at the "Employer"'s request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

10.5 Accounting, Inspection and Auditing: The Service provider (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer".

10.6 Service provider's Actions Requiring "Employer"'s Prior Approval: The Service provider shall obtain the "Employer"'s prior approval in writing before taking any of the following actions: (a) Any change or addition to the Personnel listed in Annexure 5. (b) Subcontracts: the Service provider may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Service provider shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Service provider to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.

10.7 Documents Prepared by the Service provider to be the Property of the "Employer": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Service provider for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Service provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Service provider may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request.. If license agreements are necessary or appropriate between the Service provider and third parties for purposes of development of any such computer programs, the Service provider shall obtain the "Employer"'s prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

  
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11. SERVICE PROVIDER PERSONNEL AND SUB-CONSULTANTS 11.1 General: The Service provider shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services as mentioned in Annexure 5.

11.2 The Service provider shall not change the personnel mentioned in Annexure 5 without the prior approval of the Employer.

12. OBLIGATIONS OF THE "EMPLOYER". If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Service provider for providing the services i.e. service tax or any such applicable tax from time to time, the same shall be recovered by the Employer from the Service provider.

13. PAYMENTS TO THE SERVICE PROVIDER. The payment shall be made by the Employer to the Service provider on quarterly basis or as per terms mutually agreed.

#### 14. FAIRNESS AND GOOD FAITH


14.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

14.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 15 hereof.

#### 15. SETTLEMENT OF DISPUTES

15.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause 15.2 shall become applicable.

15.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Service provider, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Service provider, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator.

  
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In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

15.3. Arbitration proceedings shall be held in New Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

15.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Service provider. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

## 16. Liquidated Damages

16.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.


16.2 The amount of liquidated damages under this Contract shall not exceed 0.5 % (Zero point five percent) for every week or part thereof subject to a maximum value of 10% of the total value of the amount payable by Schools plus payable by the Employer and the share of advertisement revenue.

16.3 The liquidated damages shall be applicable under following circumstances: (a) If the deliverables are not submitted as per agreement, the Service provider shall be liable to pay 10% of the total cost of the services for delay of each week or part thereof. (b) If the deliverables are not acceptable to the Employer and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Service provider shall be liable for Liquidated Damages for an amount equal to 0.5 % (Zero point five percent) for every week or part thereof subject to a maximum value of 10% of the total value of the amount payable by Schools plus payable by the Employer and the share of advertisement revenue for the delay.

## 17. Miscellaneous provisions:

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

  
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(iii) The Contractor/Service provider shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each member/constituent of the Contractor/Service provider, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) The Contractor/Service provider shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Contractor/Service provider shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/Service provider) 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 Contractor/Consultant.

(vii) The Contractor shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnification shall survive the termination or expiry of the Contract. 62

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Contractor/Consultant) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

*Rakesh K*

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18. The mutual rights and obligations of the "Employer" and the Consultant shall be as set forth in the Contract, in particular: (a) the Consultants shall carry out and complete the Services in accordance with the provisions of the Contract; and (b) the "Employer" shall make payments to the Consultant in accordance with the provisions of the Contract. IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by.....

1. For and on behalf of the President of India [Name of "Employer"]

[Authorized Representative]

(Witnesses)

(i)

(ii)

2. For and on behalf of [name of Consultant]

[Authorized Representative]

[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

3. For and on behalf of each of the Members of the Consultant

[name of member]

[Authorized Representative]

In presence of (Witnesses)

(i)

(ii)

4. [name of member]

[Authorized Representative]

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*Rakesh K*

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अवर सचिव / Under Secretary  
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Terms of Payment

(a)	1 <sup>st</sup> installment of 10% of the total approved project cost.	After submitting a bank guarantee for an equal amount.
(b)	2 <sup>nd</sup> installment of 50% the total approved project cost.	After development and demonstration of the portal.
(c)	3 <sup>rd</sup> installment of 30 % of the total approved project cost.	After three months of the launching of the portal.
(d)	4 <sup>th</sup> (last) instalment of 10 % of the total approved project cost.	After completion of one year of the launching of the portal.

*Rakesh K*

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