

Sports Authority of India

“REQUEST FOR PROPOSAL”

(RFP)

For

Hiring of Professionals for Khelo India Events

RFP Ref: 01-23002(01)/3/2021-HO - Khelo India Division - Part (1)

Date of Publication: 24.03.2022

**Sports Authority of India (SAI)
Gate No 10, JN Stadium New Delhi 110003**

CONTENT

DISCLAIMER	3
1. NOTICE INVITING TENDER	4
2. BID SCHEDULE & DATA SHEET	4
INSTRUCTIONS TO BIDDERS	4
3. GENERAL INSTRUCTIONS TO BIDDERS	4
4. LANGUAGE OF BID	5
5. DOCUMENTS TO BE SUBMITTED	5
6. ELIGIBILITY CRITERIA	5
7. RFP PROCESS	5
8. BID VALIDITY	5
9. BIDPRICES	6
10. EARNESTMONEY DEPOSIT	6
11. BIDDERS QUERIES AND RESPONSES THERETO	7
12. SUBMISSION OF BIDS	7
13. SCRUTINY OF BIDS	8
14. EVALUATION CRITERIA	9
15. DECLARATION OF SUCCESSFUL BIDDER	10
GENERAL TERMS AND CONDITIONS OF CONTRACT	11
16. PERFORMANCE SECURITY	11
17. SCOPE OF WORK &TIMELINES OF THE PROJECT	11
18. MANPOWER REQUIREMENT	11
19. TERMS OF PAYMENT	12
20. OTHER TERMS AND CONDITIONS OF THE BID	13
21. PENALTY	14
22. GENERAL TERMS AND CONDITIONS	15
23. PATENTS, COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS	15
24. STANDS DELETED	16
25. REPRESENTATIONS AND WARRANTIES	16
26. INDEMNIFICATIONSAND LIABILITIES	16
27. TERMINATION	17
28. FORCE MAJEURE	17
29. DISPUTE SETTLEMENT MECHANISM	18
30. APPLICABLE LAW	18
31. RESERVED RIGHTS	18
32. CORRUPT OR FRAUDULENT PRACTICES	19
33. CONFIDENTIALITY	19
ANNEXURE 'I' TERMS OF REFERENCE (TOR)	20
ANNEXURE 'II' DOCUMENTS TO BE SUBMITTED	23
ANNEXURE 'III' ELIGIBILITY & EVALUATION CRITERIA	24
ANNEXURE 'IV' BID SUBMISSION FORM	26
ANNEXURE 'V' BANK GUARANTEE FORM FOR BID SECURITY	27
ANNEXURE 'VI' POWER OF ATTORNEY (SAMPLE)	28
ANNEXURE 'VII' ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER	29
ANNEXURE 'VIII' ANNUAL TURNOVER	30
ANNEXURE 'IX' FORMAT FOR CV	31
ANNEXURE 'X' INSTRUCTIONS FOR ONLINE BID SUBMISSION	32
ANNEXURE 'XI' PRICE BID FORMAT	34
ANNEXURE 'XII' - BANK GUARANTEE FORM FOR PERFORMANCE SECURITY	35
ANNEXURE 'XIII' - DRAFT CONTRACT AGREEMENT FORMAT	36

DISCLAIMER

1. 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 Sports Authority of India (SAI) 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.
2. 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, 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 SAI 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.
3. 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.
4. 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.

1. NOTICE INVITING TENDER

Sports Authority of India, (hereafter referred as “SAI”) an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from qualified Firmsto associate with SAI as Agency to provide professionals for Khelo India Events. The detailed scope of work and deliverables are mentioned in ANNEXURE ‘I’, Terms of Reference (TOR), of this RFP.

2. BID SCHEDULE & DATA SHEET

Date of Publication	24.03.2022
Bid document download start Date	24.03.2022
Last date and time of submission of queries for Pre-Bid Conference	28.03.2022 at 11:00AM toprourement.kheloindia@gmail.com
Virtual Pre-Bid conference	28.03.2022 at 11:30 AM Video conferencing link for online pre-bid meeting: https://us02web.zoom.us/j/83908114825?pwd=bzBCZWwwaWF3NUhEZU9yYmRHczN0Zz09 Meeting ID: 839 0811 4825 Passcode: 12345
Bid submission end date and time	07.04.2022 14:00hrs.
Bid Validity Period	75 Days
Earnest Money Deposit (EMD)/ Bid Security	1,56,000/-
Mode of Submission	Online (CPP Portal)
Opening of Technical Bid date and time	08.04.2022 14:30 hrs.
Method of selection	Least Cost Method (LCS)
JV/Consortium/Subcontracting	Not Allowed
E-mail for all correspondence	procurement.kheloindia@gmail.com

INSTRUCTIONS TO BIDDERS

3. GENERAL INSTRUCTIONS TO BIDDERS

- 3.1. The Bidders can download this RFP from the on Khelo India Website: <https://kheloindia.gov.in>, SAI website: <https://sportsauthorityofindia.nic.in>, and CPP Portal website: <http://eprocare.gov.in/eprocare/app>. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in Clause 2 of this RFP.
- 3.2. **Definitions and Abbreviations:** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
- 3.2.1. “Purchaser” means the organisation purchasing services as incorporated in this document i.e., Sports Authority of India (SAI).
- 3.2.2. “Bid” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer-to-offer services in accordance with the terms and conditions set out in this RFP.
- 3.2.3. “Agency”, “Firm”, “Company”, “Bidder”, “Consultant”, “Service Provider” means any registered entity or person or associations of persons who submit their proposals for providing Services in accordance with this RFP.
- 3.2.4. “Services” means services as mentioned in this document and other such obligations of the supplier covered under the contract.
- 3.2.5. Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.
- 3.2.6. “Notification of Award” or “NOA” means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
- 3.2.7. “Contract” means the written agreement entered between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- 3.2.8. “Party” means the Client or the Bidder, as the case may be, and “Parties” means both of them.
- 3.2.9. “RFP” means this Request for Proposal issued by Sports Authority of India for 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.

- 3.3. 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 as mentioned in Annexure X. This section also mentions the guidelines for submission of bids.

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 SAI, shall be written in the English 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 SAI constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as per 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.
- 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 SAI of the Bidder's Bid and the execution of the Service Agreement by both SAI and the Bidder/Service Provider.
- 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 SAI 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 SAI, the Service Provider 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 12 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, SAI is not bound to extend the contract

8. BID VALIDITY

- 8.1. The Bid shall remain valid for acceptance for a period of 75 days (Seventy Five days) days after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, if the contract

is not finalised, SAI reserves the right to request for extension of bid validity without changes in any terms and conditions of the RFP.

- 8.2. In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.
- 8.3. In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, 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. BIDPRICES

- 9.1. The Bidder providing services shall quote only in Indian Rupees.
- 9.2. The Bidder shall indicate in the Price Schedule provided on CPP Portal all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required.
- 9.3. If any firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- 9.4. Firm Price: The prices 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. EARNESTMONEY 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 Purchaser 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 India, 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.
- 10.3. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.
- 10.4. The Bid Security shall be furnished in one of the following forms:
 - a) Account Payee Demand Draft
 - b) Fixed Deposit Receipt
 - c) Banker's cheque / Pay Order
 - d) Bank Guarantee from any of the commercial banks (as per the format at [Annexure V](#)),
 - e) NEFT transfer to "SECRETARY, SAI (KHELO INDIA)
Union Bank of India Account No: 108510100037232, IFSC No. UBIN0810851.
(Bidder has to upload challan/proof along with Bid in CPPP Portal)
 - f) Valid Insurance Surety Bonds
- 10.5. The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the "**Secretary, SAI (Khelo India)**", payable at **New Delhi**. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Annexure V** of the Bid Document.
- 10.6. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 120 days from the date of opening of the Technical Bid.
- 10.7. Earnest Money is required to protect the purchaser against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. 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 SAI in the Letter of Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.

11. BIDDERS QUERIES AND RESPONSES THERETO

- 11.1.** All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person on the email id:procurement.kheloindia@gmail.com. The queries should necessarily be submitted on or before scheduled date and time mentioned in the following format:

To, Sports Authority of India			
BIDDER'S REQUEST FOR CLARIFICATION			
Name of Organization submitting request		Name & position of person submitting request	Full formal address of the organization including phone and email points of contact.
			Tel:
			Email:
Sl. No.	Bidding Document Reference(s) (Clause number/page)	Content of RFP requiring clarification	Points of Clarification required.
1			
2			

- 11.2.** A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with SAI in writing. SAI will respond in writing to such request in pre-bid conference as per the bid schedule. All enquiries should be sent to SAI through email only. SAI shall not be responsible for ensuring that Bidder's enquiries have been received by them. SAI will endeavour to provide a complete, accurate, and timely response to all questions to all the Bidders. However, SAI makes no representation or warranty as to the completeness or accuracy of any response, nor does SAI undertake to answer all the queries that have been posed by the Bidders. All responses given by SAI will be distributed/mailed to all the Bidders or posted on the online portal/website. Bidder should regularly visit the portal for any updates/corrigendum.

- 11.3.** SAI will host a Pre-Bid Conference (virtual), 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. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder's queries, together with proposed solutions. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The link shall be provided to the Bidders one hour prior to the scheduled meet.

- 11.4.** Within reasonable time period from the Pre-Bid Conference, SAI will issue responses to all of the bidders' written queries, together with any other revised documents (if required).

- 11.5.** Amendments to Bidding Documents:

- i. At any point of time, prior to the deadline for submission of Bids, SAI 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.
- ii. Such an amendment will be uploaded on Khelo India Website: <https://kheloindia.gov.in>, SAI Website: <https://sportsauthorityofindia.nic.in>, and CPP Portal of Government of India: www.eprocure.gov.in. Bidders are, therefore, advised to refer to Khelo India Website, SAI Website and CPP Portal before submitting bids.

12. SUBMISSION OF BIDS

- 12.1.** Bids to be submitted online as per instructions in [Annexure X](#) of the RFP.

- 12.2.** SAI 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 SAI, 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.)
- 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 acknowledgement letter of bid submission at CPPP website: <http://eprocure.gov.in/eprocure/app>.
- 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 CPPP e-procurement website <https://eprocure.gov.in/eprocure/app> 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. 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.

13. SCRUTINY OF BIDS

The Purchaser/SAI 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. Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence. Each page of the bid document submitted by bidder shall be signed sealed by the bidder or its authorized signatory.

- 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
 - i. 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 down by SAI.
 - vii. Any other reasons deemed fit by SAI.
- 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:

- i. 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.
- ii. Financial/Price Bids made through Tele fax/Telegraphic/Fax/E-mail/by post.
- iii. Bids which do not confirm unconditional validity of the bid for 75 days from date of opening of Bid.
- iv. Bids which do not conform to SAI bid format.
- v. Bids in respect to which the bidder does not accept SAI rectification of clerical/arithmetic discrepancies in the financial/price bid, if any.
- vi. Any Financial/Price Bid that does not comply with the conditions laid down by SAI

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 SAI bid evaluation, bid comparison, or contract award decisions.
- ii. In view of two bid systems, SAI 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. Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, the purchaser finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser may reject or may convey its observation on such 'minor' issues to the bidder by registered / speed post etc. asking the bidder to response by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

13.5. Discrepancies in Prices

- 13.5.1. 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.
- 13.5.2. If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly
- 13.5.3. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- 13.5.4. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 13.5.5. If, as per the judgment of the purchaser, 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 purchaser, the tender is liable to be ignored.
- 13.5.6. 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 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 govern.

14. EVALUATION CRITERIA

- 14.1. The Bids will be evaluated based on the Least Cost method and the evaluation/eligibility criteria as mentioned in Annexure III- Eligibility & Evaluation Criteria.
- 14.2. A Bidder must comply all criteria as defined in Clause 1 of Annexure III, Eligibility Criteria and must get a minimum of 70 marks (out of 100 marks) in the Technical Evaluation as per Clause 2 of Annexure III, Evaluation Criteria to proceed to opening of Financial/Price bid.
- 14.3. The Bid of the Technically Responsive Bidder who submits the lowest Financial/Price bid (overall price) will be rated as the 'Best Bid' and will be declared as the successful Bidder.
- 14.4. Further, in the event that one or more Bidders with the same Overall Price value, the bidder who scores highest in Technical Evaluation criteria, will be rated as the 'Best Bid'. In case, the bidders

are still maintaining a tie, the bid from the bidder with the highest average turnover in the last 03 financial years ending March-2021, will be rated as the 'Best Bid'.

- 14.5. In case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, SAI reserves the right to waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI.

15. DECLARATION OF SUCCESSFUL BIDDER

- 15.1. Prior to the expiration of the validity period for the Bid, SAI will notify the successful Bidder in writing by Notification of Award that its Bid has been accepted. SAI will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and SAI 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 Service Provider than those contained in the RFP.
- 15.2. The failure of SAI 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 SAI 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 SAI, and the Service Provider furnishing the Performance Security, SAI will promptly notify the name of the winning Bidder to each unsuccessful Bidder 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 Service Provider/Successful Bidder shall, within 14 (Fourteen) days of entering into the Service Agreement with SAI, furnish an irrevocable bank guarantee (Annexure XII) for an amount of 03% of the accepted value of the contract ("Performance Security") failing which an amount of 0.1% penalty per day of the contracted amount will be levied on the Bidder. Penalty is for specified period not exceeding further seven days and in case failure continues, the contract may be terminated by SAI and the bidder will be debarred from bidding for SAI /SAI RFPs in future for a period of at least two years.
- 16.2.** The Performance Security in the form of Bank Guarantee or other valid formats like Fixed Deposit/Demand Draft/ Valid Insurance Surety Bonds/ NEFT Transfer shall be drawn from any Commercial Bank drawn in the favour of below account details, payable at New Delhi and is to be deposited in the office at Sports Authority of India (SAI) Gate No 10, JN Stadium New Delhi 110003 and/or intimated to the office through mail.
SECRETARY, SAI (KHELO INDIA)
Union Bank of India
Account No: 108510100037232
IFSC No. UBIN0810851
- The format for performance security of submitted in form Bank guarantee is attached at Annexure XII.
- 16.3.** 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 SAI. It may require revalidation from time to time as the case may be.
- 16.4.** All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Service Provider. No interest will be payable on the Performance Security by SAI.
- 16.5.** In the event of any failure/any breach or violation on the part of the Service Provider, which is not cured within reasonable time from receiving a written notice of such failure from SAI, 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 SAI.

17. SCOPE OF WORK &TIMELINES OF THE PROJECT

- 17.1.** The scope of the work requires the successful bidder to deploy fulltime manpower at SAI for the contract period to successfully execute services as mentioned in TOR. The requirements may evolve over time. The tentative detailed scope of work and details of required manpower during the contract period is mentioned in Annexure I.
- 17.2.** The term of association shall be for 12 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, SAI is not bound to extend the contract. The resources with proper qualifications as required by SAI should be deployed within 07 days from the date of notification of award. If extension is needed in deployment of an employee, it should be properly informed to SAI authorities in advance.

18. MANPOWER REQUIREMENT

- 18.1.** Bidder shall provide required number of skilled personnel each responsible for a specific role within the system as defined in Annexure I, Bidder must provide clear definition of the role and responsibility of each individual personnel as part of its proposal.
- 18.2.** Bidder shall have a defined hierarchy and reporting structure for various teams that shall be part of the project and the same should be intimated to SAI
- 18.3.** The Clause 4 of Annexure I lists the minimum number and credentials of the key resources required for the successful implementation of the project.

- 18.4.** The bidder shall provide the Key resource with proper qualification as per the requirement prescribed by SAI, the resource shall be the one who scores equivalent or higher marks as proposed originally in this Term of Reference.
- 18.5.** SAI reserves the right to interview all the proposed resources before accepting deployment in the project.
- 18.6.** 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.
- 18.7.** Bidder shall not make any changes to the composition of the Key resources and shall not direct any member of the Key resource to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from SAI that would have the same effect):
- Without SAI'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, SAI Shall be immediately intimated.
- 18.8.** Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key resource is not vacant for any longer than 07 days, subject to reasonable extensions, limited to a maximum of 15 days on special request by Bidder to SAI. 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.
- 18.9.** Before assigning any replacement member of the Key Resources to the provision of the Services, Bidder shall provide SAI with:
- Curriculum vitae and any other information about the candidate that is reasonably requested by SAI; and
 - An opportunity to interview the candidate.
- 18.10.** 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.
- 18.11.** If SAI objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative resource.
- 18.12.** The bidder must ensure at least 4 weeks overlap period for knowledge transfer in such replacements.
- 18.13.** During the implementation of the project, there will be a fortnightly review /regarding the progress of the project during which all the resources should be present.
- 18.14.** 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.
- 18.15.** 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 SAI is not satisfied with the resource.
- 18.16.** The deployed resources are required to follow SAI Calendar.
- 18.17.** SAI reserves the right to increase (at approved rates) or decrease the manpower strength during the contract period with a prior notice of 21 days to the successful bidder.
- 18.18.** The personnel of the Service Provider shall not be the employees of the Buyer and they shall not claim any salary or allowances, compensation, damages, or anything arising out of their employment/duty under this Contract. 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.

19. TERMS OF PAYMENT

- 19.1.** The payment will be made on a per monthbasis as per rate finalised against each resource profiles required in the RFPand according to the actual deployment and resource profiles, subject to the submission of invoice of the work for the preceding month and satisfactory performance.
- 19.2.** Time and quality shall be the essence of the contract and payment will be made at actuals as per availability of resource as per attendance report.
- 19.3.** Service Provider should furnish details of the location from where they are going to raise their Bills / Invoices to SAI.
- 19.4.** Payment must be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS

(Tax deduction at source) as per the current Income-Tax Act and /or any other Govt. Orders / rules. The service provider shall be liable for taxes such as GST or any other applicable tax.

- 19.5. SAI 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 SAI.
- 19.6. Cost of travelling, lodging, boarding pre-approved by SAI as part of this assignment shall be reimbursed on actuals on similar lines as available to Junior Consultant and Young Professional level consultants of SAI as follows:
 1. Resource Level 1 - Junior Consultant, SAI
 2. Resource Level 2 - Young Professional, SAI
 3. Resource Level 3 – Young Professional, SAI

20. OTHER TERMS AND CONDITIONS OF THE BID

- 20.1. All information / details submitted to SAI shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.
- 20.2. Save as expressly authorized by SAI in writing, the Service Provider shall not, without the prior express approval of SAI, incur any liabilities on behalf of SAI, pledge the credit of SAI or make any representations or give any warranty on behalf of SAI.
- 20.3. The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by SAI, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against SAI 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 SAI.
- 20.4. The Bidder must strictly comply with all terms and conditions herein. SAI reserves the right to call upon any or all the Bidders to satisfy SAI 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, SAI may call upon any or all the Bidders to make a presentation to SAI 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 SAI shall not be considered for any further evaluation and shall stand immediately disqualified.
- 20.5. The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract as defined in Clause 14 of this document.
- 20.6. Privileges: The following privileges shall be extended to the Service Provider:
 - a. Performance certificate to be issued by SAI to the Service Provider upon the satisfactory discharge of its services in respect of each Phase of the project.
 - b. Successful completion certificate to be issued by SAI after completion of contract to the satisfaction of SAI.
- 20.7. Governing Law and Jurisdiction: The RFP and the relationship between the Bidder and SAI shall be interpreted in accordance with the laws of India. The Courts of Delhi shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and SAI.
- 20.8. 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. SAI shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/bought over by another company during

the contract phase. SAI 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 SAI 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 SAI. However, in the event SAI, wishes to terminate for convenience, it shall serve a notice period of 30 days to the Bidder, without any cost and/or liability.

- 20.9. The bidder must monitor and deploy sufficient skilled manpower as defined in Manpower Requirements elaborated in Annexure I to complete the deliverables as per timelines mentioned in Scope of Work. However, the manpower as deployed by the Bidder, shall remain in the employment of the Bidder for all purposes and there shall be no employer-employee relationship between SAI and personal employed by the Bidder. The relationship between SAI and the Bidder shall be on principal basis only.
- 20.10. The bidder has to ensure proper deployment of resources at site during all phases and the deployment plan should be approved by the purchaser in advance.
- 20.11. It will be responsibility of the bidder to ensure and verify the educational qualifications and experience of the resources deployed in SAI.
- 20.12. 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.
- 20.13. The bidder is required to ensure the availability of Manpower as mentioned in Clause 4 of Annexure I of this RFP and any unauthorised absence of resources for a period of more than 1 week after requirement will attract penalties.

21. PENALTY

- 21.1. In case the Bidder fails to deploy the proposed resources considered for evaluation in the bid, SAI reserves the right to reduce remuneration of that resource by 10% of the remuneration which would have been paid to the original personnel, till completion of contract.
- 21.2. In case the Service Provider/resource deployed fails to commence/execute the work as assigned to them/unsatisfactory performance of the resource even after formal warning, SAI reserves the right to impose the penalty at 0.50% of the monthly billable value of the firm per such incidents as approved by the competent authority.
- 21.3. 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:
 - Replacement of first, second and third personnel: No penalty
 - Replacement of fourth personnel: will be subject to reduction of remuneration by 5% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract.
 - Further Replacements: will be subject to reduction of remuneration by 10% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract.

SAI reserves the right to allow substitution of the Key personnel without penalty if due justification like termination by the client/firm, terminal illness or death etc. is available

- 21.4. If the performance continues to be poor beyond, what is stipulated in 21.1 above SAI reserves the right to:
 - i. Cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the SAI.
 - ii. The Service Provider shall be debarred from participating in tender process of SAI and his Performance Security may also be forfeited / invoked, if so warranted.
- 21.5. No Penalty will be imposed for delay attributable to SAI or reasons or reasons which fall within the definition of Force Majeure as per clause 28 of this RFP.

- 21.6. The Purchaser will make payment after necessary deductions of penalty.
- 21.7. For delay in service deliverables reasons not pertaining to selected bidder, the Purchaser shall take decision on extension of such timelines and levy of penalty. However, in the event SAI considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.

22. GENERAL TERMS AND CONDITIONS

- 22.1. Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services / supplies to SAI, shall invite all or any actions / sanctions, as the case maybe. The decision of SAI 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 SAI /SAI RFPs in future for a period of at least three years.
- 22.2. SAI 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.
- 22.3. SAI 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 SAI.
- 22.4. SAI may not award any work to any bidder at its own discretion without assigning any reason thereof.
- 22.5. Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 22.6. The decision of SAI 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 SAI. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.
- 22.7. In case the bidder is found in-breach of any condition(s) of RFP at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- 22.8. Any attempt by bidder to bring pressure towards SAI'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 SAI /SAI RFPs in future for a period of at least three years.
- 22.9. Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on SAI.
- 22.10. Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained. SAI will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.
- 22.11. Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document, shall be short-listed for further evaluation.
- 22.12. It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to debarring from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 22.13. Bidders are requested to share information which is true and based some tangible proofs.

23. PATENTS, COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS

- 23.1. 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 Purchaser 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 SAI/Purchaser.
- 23.2. 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 Purchaser

infringes that party's patent or copyright/IPR's in any form, the Bidder shall keep SAI/Purchaser fully indemnified in this regard and shall defend Purchaser against that claim at the Bidder's/expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Bidder.

- 23.3.** 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 SAI for all purposes.

24. Stands Deleted

25. REPRESENTATIONS AND WARRANTIES

- 25.1.** SAI, 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.
- 25.2.** SAI 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.
- 25.3.** 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 SAI 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/ordebarment/blacklisting etc. without incurring any liability to the affected bidder(s) on the ground of SAI/MYAS's action.
- 25.4.** 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.

26. INDEMNIFICATIONSAND LIABILITIES

- 26.1.** The bidder shall fully indemnify, hold harmless and defend MYAS/ SAI and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to:
- i. any breach of any representation or warranty of the bidder contained in the RFP,
 - ii. any breach or violation of any covenant or other obligation or duty of the bidder under this RFP.SAI 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.
- 26.2.** SAI 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 SAI's action.
- 26.3.** 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 SAI or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and SAI 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.

- 26.4.** The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPRs) while providing its services under the Project.
- 26.5.** The Successful Bidder shall at all times indemnify and keep indemnified SAI 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.
- 26.6.** The Successful Bidder shall at all times indemnify and keep indemnified SAI against and any claims by Employees in respect of wages, salaries, remuneration, compensation, or the like.
- 26.7.** All claims regarding indemnity shall survive the termination or expiry of the Contract.

27. TERMINATION

- 27.1.** SAI may terminate the Service Agreement by serving written notice of 30 days:
- a. Immediately in case the Bidder/Service Provider 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/Service Provider becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement.
 - d. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings
 - e. If the Service Provider is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement.
 - f. If the Service Provider submits to SAI a false statement which has a material effect on the rights, obligations, or interests of SAI.
 - g. Any other reason as deemed fit by SAI
- 27.2.** The Successful Bidder may terminate the Agreement, by serving a 60-day written notice to SAI, 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, SAI reserves the right to forfeit the Performance Security after due evaluation.

28. FORCE MAJEURE

- 28.1.** 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.
- 28.2.** If a Force Majeure situation arises, the Successful Bidder shall promptly notify SAI, New Delhi in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by SAI, New Delhi 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.
- 28.3.** 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, SAI may at its option terminate the contract without any financial repercussion on either side.
- 28.4.** In case due to a Force Majeure event SAI, New Delhi is unable to fulfil its contractual commitment and responsibility, SAI, New Delhi will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

29. DISPUTE SETTLEMENT MECHANISM

- 29.1.** 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. SAI 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.
- 29.2.** If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either SAI, New Delhi or the Successful Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996, as amended, the rules there under and any statutory modifications or re-enactments thereof and the award of such Arbitration Tribunal shall be enforceable in Indian courts only. In the case of a dispute or difference arising between SAI and the Successful Bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to a Sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an Umpire. The award of the arbitrator will be final and binding on the parties to the Contract. The fees and the procedure of the Arbitration proceeding shall be in accordance with the prevailing policies of SAI.
- 29.3.** Venue of Arbitration: The Sole Arbitrator shall have its seat in Delhi.
- 29.4.** The Arbitration proceedings will be in English Language.
- 29.5.** 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.
- 29.6.** The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of Arbitration proceedings.
- 29.7.** All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the Courts at Delhi/ New Delhi.

30. APPLICABLE LAW

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

31. RESERVED RIGHTS

- 31.1.** SAI 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.
- 31.2.** 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, SAI shall terminate or cancel the appointment / engagement of the Bidder, and nothing shall be payable or be paid by SAI to the Bidder as compensation/damages or penalty.
- 31.3.** SAI will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if SAI decides to cancel the RFP process or for any reason whatsoever.
- 31.4.** 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 SAI to facilitate the evaluation process.
- 31.5.** The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:

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

32. CORRUPT OR FRAUDULENT PRACTICES

- 32.1.** 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, SAI: -
- Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question.
 - Will declare a firm ineligible or debar/blacklist, either indefinitely or for a stated period of time, to be awarded a contract by SAI 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.
- 32.2.** SAI 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.”

33. CONFIDENTIALITY

- 33.1.** The Bidder agrees and acknowledges that this RFP is confidential and the Bidder, by downloading the RFP document, agrees and undertakes that nothing contained in this RFP shall be disclosed in any manner whatsoever, except to the financial and legal advisors of such Bidder. The undue use by any Bidder of confidential information related to the Bid process may, at the sole discretion of SAI, result in the rejection of its Bid. The Bidder shall further ensure that such financial and legal advisors or any other employees, representatives of the Bidder maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.
- 33.2.** The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The Bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the Bidder and SAI. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of SAI or its successors or assignees, including work product prepared at SAI's expense, for other clients of the Bidder without the prior written approval of SAI. The Bidder is not authorized to identify SAI as a client for the purposes of marketing or for advertising, without the prior written approval of SAI. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on behalf of SAI or any copies thereof to SAI. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship with SAI without the prior written approval of SAI.
- 33.3.** All information and documents that are furnished by the Bidder will be treated as strictly confidential by SAI and shall not be disclosed by SAI to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

ANNEXURE 'I' | TERMS OF REFERENCE (TOR)

1. General

Sports Authority of India, (hereafter referred as "SAI") an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from qualified Firms to associate with SAI as Agency to provide professionals for Khelo India Events

2. About SAI

Sports Authority of India (SAI), under the aegis of Ministry of Sports & Youth Affairs has been entrusted with twin objectives of promoting sports and achieving sporting excellence at the National and International level. SAI has played a significant role in shaping India's sports development by providing training to elite athletes and at the same time operating a number of schemes for identification and development of young talent. Through its sports promotional schemes, SAI supports and nurtures talent amongst youth, and provides them with requisite infrastructure, equipment, coaching facilities, and competition exposure. In addition to promote sports, SAI has also been a key in promoting awareness among general public on adopting a fit and healthy lifestyle. Khelo India and Fit India are the programmes been implemented with the abovementioned objectives.

3. Scope of Services

To carry out the tasks related to Event Management of Khelo India Games, the selected agency will be required to put together a team meeting the following requirements:

4. Constitution of the Team/ Minimum Proposed Manpower Deployment

4.1. Following Team members will be the part of the team in consideration :-

Position	No. of Resources	Proposed Period of Engagement (in Months)	Estimated Monthly Budget per resource as per RFP (inclusive of taxes)
Resource Level 1	2	12	₹ 1,00,000
Resource Level 2	5	12	₹ 60,000
Resource Level 3	5	12	₹ 30,000

The estimated cost of the tender is Rs.78,00,000/- (inclusive of taxes)

The detailed Minimum qualification(s) of required resources is tabulated below:

S No	Type of Resource	Count	Experience and minimum qualification	Roles & Responsibility
1	Resource Level 1	2	<ul style="list-style-type: none">Event Management Consultant (3 years or more of relevant experience)MBA / other relevant post graduate degree	<p>Supporting Khelo India in all activities as per scope of work and project requirement. These may include, but are not limited to:</p> <ul style="list-style-type: none">Overall responsibility of implementation of project in most efficient mannerOversee the project implementation by coordinating with all stakeholdersManaging stakeholder expectations and ensuring their active participation in project implementationProvide regular report on Khelo India GamesInteracting with SAI FA Heads and working on deliverables as per requirement.Oversee the function, management, planning, execution,

S No	Type of Resource	Count	Experience and minimum qualification	Roles & Responsibility
				verification & reporting of Operations falling under the scope of the Event Management agency.
2	Resource Level 2	5	<ul style="list-style-type: none"> • Management Consultant (more than 1 year and <3 years of relevant experience) • MBA / other relevant post graduate degree • Good Knowledge of Computer- Windows and Microsoft office applications- Ms. Excel, Ms Word and MS Powerpoint 	<p>Supporting Khelo India in all activities as per scope of work and project requirement. These may include, but are not limited to:</p> <ul style="list-style-type: none"> • Responsible for drafting detailed Scope of Work related to various Functional Areas (FA) for smooth conduct of various events held under Khelo India Scheme. • Coordination with and collation of information from each Functional Area head for inputs into the corresponding FA for the RFP. • Collating Inputs from the market & historical data to calculate an estimate for execution of operations for event. • Oversee the function, management, planning, execution, verification & reporting of the project. • Operations falling under the scope of the Event Management agency. • Ensuring timely delivery and closure of the events. • Responsible for creation and maintenance of Legacy of various events held under the umbrella of Khelo India Scheme in terms of Post event reports, Collation of data and information, compilation of documentaries etc. • Closure of Games, verification of operations with proof & Reporting in relation to Games. • Support in drafting and/or review contracts and agreements and monitor legal obligations under agreements to ensure compliance. • Overseeing Post-games operations including repository management & payments to the vendors for the Games. • Perform consulting services for management through participation in projects designed to introduce new and/or changing processes, products or facilities. • Provide value added recommendation to mitigate both project and end state risks • Any other work assigned by the reporting authority. • Any other work required for smooth successful conduct of the Games.

S No	Type of Resource	Count	Experience and minimum qualification	Roles & Responsibility
3	Resource Level 3	5	<ul style="list-style-type: none"> • Associates - Graduate with at least 1 year of relevant experience in administration and management of sports activities for a reputed organization • Good Knowledge of Computer- Windows and Microsoft office applications- Ms. Excel, Ms Word and MS Powerpoint 	<ul style="list-style-type: none"> • To work as Sports Specific Coordinators and coordinate with stakeholders such as participating NSF, SGFI, CBSE, AIU etc. • Ensuring nomination of Athletes from NSFs, SGFI, AIU, CBSE as per nomination criteria. • Ensuring timely entries from all States. • Ensuring age verification and other documents are uploaded and are available for verification & assist eligibility verification committee. • Ensuring that athlete changing room and other athlete related spaces are made available for participating athlete. • Ensuring timely start and conclusion of the event. • Ensuring Time and Scoring Results equipment is available as per requirement. • Ensuring sports equipment and sports apparel are in place for athletes. • Proper platform for athletes to appeal and address their concerns. • Allocation of proper FOP for all the events. • Ensuring medical requirements are in place before start of the games. • Any other work as allocated by Functional Area Head.
Total		12		

- All resources are required to be available onsite during deployment period and are to be completely assigned/deployed for the project.
- The age limit of any of experts / specialists proposed should not be more than 45 years.
- The quantity and time-period of engagement in the above table is indicative in nature. SAI reserves the right to create new position(s) or increase/decrease the quantity and/or time-period of engagement in the Clause 4 of Annexure I, based on the actual requirements.
- The resources against each of the positions shall be finalised/deployed after personal interview by designated officer/committee of SAI.
- The Agency shall arrange for the basic necessary office equipment such as Desktops/Laptops or any other required devices or services for their employees.
- Basic seating space/workstations shall be provided by SAI.
- MBA acquired through distance course/learning shall not be accepted. Only regular MBA degree will be considered.

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 X.

Sl. No.	Criteria	Document to be submitted online
I. General Documents		
1.	Bid Security	Required Documents for EMD and Bid security as per clause 10 of RFP.
2.	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per Annexure IV.
3.	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)
4.	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 and its subsequent amendments without any deviation.
5.	Annexure VIII regarding annual turnover	Scanned copy of Annexure VIII
II. Pre-Qualification Documents: Criteria as Mentioned in Clause 1 of Annexure III.		
6.	Legal Entity	Copy of Incorporation Certificate, Partnership Deed etc. + Copy of Registration Certificates with the GST & IT (PAN) Authorities
7.	Bidder's Credential	Annexure VII along with Work Order + Completion Certificates/ payment proof from client /certification from a Chartered Accountant certifying at least receipt of one payment in the claimed project and in case of ongoing projects, at least payment of 80% of the project cost
8.	Turnover	Certificate by Statutory Auditor/ Chartered Accountant stating turnover and net positive worth in required financial years as per Annexure VIII.
9.	FIT and Proper Person	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory, as per conditions mentioned in Annexure III.
III. Evaluation Criteria Documents: Criteria as Mentioned in Clause 2 of Annexure III		
10.	Consultant Experience	Annexure VII along with Work Order + Completion Certificates/ payment proof from client /certification from a Chartered Accountant certifying at least receipt of one payment in the claimed project.
11.	Team	CVs as per format at Annexure IX. along with declaration regarding availability from the part of the resource. <u>CVs should contain a list of projects to be considered for evaluation with brief summary elaborating the suitability against requirement in evaluation criteria.</u>
IV. Financial Bid		
12.	Financial Bid	As per format at Annexure XI, Price Bid Format. To be uploaded only in the Price Bid Section of CPP Portal.

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. SAI 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 SAI.

ANNEXURE 'III' | ELIGIBILITY & EVALUATION CRITERIA

1. ELIGIBILITY CRITERIA

S. No.	Parameter	Criteria
1	Legal Entity	Bidder should be a registered legal entity as on the date of submission of bid recognised under the legal statute of the country including any Company, Partnership firms/LLP for last 5 years on the date of submission of bid Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status
2	Bidder's Credential	The bidders must have undertaken and delivered at least 5 Projects of Manpower Supply for similar duration to Central or State Government/Autonomous Bodies/PSUs of INR 40 Lakhs (Forty Lakhs) or more for each project (in terms of payments received) in last three years
3	Turnover	The bidder should have an average annual turnover of at least INR 50 Lakhs over last three financial years ending March 2021.
4	FIT and Proper Person	Bidder should be Fit and Proper person as per the criteria defined in this RFP document.

Conditions for Fit and Proper Person: For the purpose of determining whether a Bidder is a 'Fit and Proper Person', SAI may take the indicative criteria mentioned below:

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

2. EVALUATION CRITERIA

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

#	Criteria	Max. Marks
A	Agency Experience	40
A.1	General Experience: Manpower Supply to Central or State Government organizations/Autonomous Bodies/PSUs for similar duration of 2 years Up-to 5 Projects, 1 marks for each project (Max 5 Marks) Additional 2.5 Marks for each similar Project (Max. 15 Marks)	20
A.2	Sports Specific Experience: Experience of providing manpower to central/ state government organizations/Autonomous Bodies/PSUs dealing with sports in last 05 years from the date of Opening of Tender – 5 marks per project (Maximum four projects will be considered for evaluation)	20
B	Quality of Proposed Team	60
B.1	Resource Level 1- 02(02 CVs to be evaluated) Professional Experience: Less than 3 Years of Experience – 0 Mark 3- < 6 Years of Experience – 3 marks 6 - <9 Years of Experience – 5 marks Sports Domain Experience: (Max. 5 Marks) <ul style="list-style-type: none"> • 1 mark for each year of additional Sports Event experience 	10*2=20
B.2	Resource Level 2- 05 (05 CVs to be evaluated) Professional Experience: 1 Year of Experience – 2 Marks Sports Domain Experience: (Max. 2 Marks) <ul style="list-style-type: none"> • 1 mark for each year of additional Sports Event experience 	5*4= 20
B.3	Resource Level 3- 05 (05 CVs to be evaluated) Professional Experience: 1 Year of Experience – 2 Marks Sports Domain Experience: (Max. 2 Marks) <ul style="list-style-type: none"> • 1 mark for each year of additional Sports Event experience 	5*4= 20
	Total	100

Note:

1. Documentation required against each criterion is detailed in Annexure II.
2. The (project) experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for technical evaluation must have been executed as the primary/ lead consultant by the Applicant's legal entity submitting the bid for this RFP. All experiences should be from India.
3. The experience shall be counted after fulfilling the criteria of minimum qualification.

ANNEXURE 'IV' | BID SUBMISSION FORM

To,
Sports Authority of India.

Sub: Hiring of Professionals for Khelo India Events

Dear Sir,

1. With reference to the RFP dated _____ for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We _____, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with SAI (Sports Authority of India) as Agency for Hiring of Professionals for Khelo India Events as per terms mentioned in this RFP.
2. 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.
3. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
4. I/We shall make available to SAI, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the SAI, 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 agree to keep our Bid valid for acceptance for 75 (Seventy Five) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. I/ We, acknowledge and agree that SAI shall be entitled to forfeit the performance security without protest and demur in case of any breach of terms and conditions of RFP/Agreement by us.
7. 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.
8. I/we certify that we fulfil the "Fit and Proper Person" criteria as mentioned in this RFP document.
9. I/we understand that SAI may cancel the Selection Process at any time and that SAI neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
10. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
11. 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:

- a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI.
- b. 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 SAI or any other public sector enterprise or any government, Central or State; and
- c. 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.
- d. It is certified that the bidder is not directly to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
 - a. They are members of a Hindu undivided family; or
 - b. They are husband and wife; or
 - c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

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

ANNEXURE 'V' | BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "Bid") against the purchaser's Bid Reference No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto Sports Authority of India, New Delhi 110003 (hereinafter called the "Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

(1) If the Bidder withdraws or amends, breaches the terms and conditions of the tender document, impairs or derogates from the Bid in any respect within the period of validity of this Bid.

(2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity: -

- a) Fails or refuses to furnish the performance security for the due Performance of the contract.
- or
- b) Fails or refuses to accept/execute the Rate Contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser 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).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of _____ days i.e., for _____ days (_____ days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(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

ANNEXURE 'VI' | POWER OF ATTORNEY (SAMPLE)

(Note- Board resolution in case of company)

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

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

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPALHAVEEXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2020.

For
(Signature, name, designation, and address)

Witnesses:

1.

2.

Notarized Accepted

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

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 100 (Hundred) and duly notarized by a notary public.

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 by the respective Purchaser/Client of the Bidder stated as a single entity.

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

IMPORTANT:

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

ANNEXURE 'VIII' | ANNUAL TURNOVER

S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)
Select any three out of four previous financial years mentioned below.		
1.	2017-18	
2.	2018-19	
3.	2019-20	
4.	2020-2021	
Certificate from the Statutory Auditor		
This is to certify that the average turnover of the bidder from in the last three years is Rs. _____ . (In words)		
Name of the audit firm:		
Seal of the audit firm		
Date:		

(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 audit of the firm is pending for the FY 2020-21 is pending, provisional accounts certified by CA may be considered. Audited accounts and Report prior to 2017-18 will not be accepted.

ANNEXURE 'IX' | 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

ANNEXURE 'X' | INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app> .

2. REGISTRATION

- (i). Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- (ii). As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- (iii). Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv). Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/TCS/nCode/eMudhra etc.), with their profile.
- (v). Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (vi). Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS

- (i). Various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (ii). Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- (iii). The bidder should make a note of the unique Tender ID assigned to each tender in case they want to obtain any clarification / help from the helpdesk.

4. PREPARATION OF BIDS

- (i). Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
- (ii). Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii). Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv). To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The Bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Deleted.
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message &a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- (i) Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232.

ANNEXURE 'XI' | PRICE BID FORMAT

S.No.	Particulars	Requirement	Unit Rate inclusive of all incidentals (Per Month) (in INR)	Amount (in INR)	GST (in %)	Total Cost inclusive of GST (in INR)
I	II	III	IV	V = III * IV	VI	VII = V + VI
1.	Event Management Consultant(Level 1)	2				
3.	Management Consultant (Level 2)	5				
8.	Associate (Level 3)	5				
Grand Total				T1		T2
Total Cost for 12 Months				T1 * 12		T2 * 12

#Taxes will be applicable as per existing government norms.

#Bidder should consider all overhead costs while quoting.

ANNEXURE 'XII' |- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of Contractno _____ dated _____ for (description of services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee from a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

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

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

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

This guarantee shall be valid up to ----- days beyond the date of expiry of contract period as per RFP.

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

.....

.....

Name and designation of the officer

.....

.....

.....

.....

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

ANNEXURE 'XIII' |- DRAFT CONTRACT AGREEMENT FORMAT

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No. _____ dated _____

1. Name & address of the Agency: _____
2. SAI's Bidding Document/RFP No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the SAI.
3. Contractor's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the Contractor and the SAI in connection with this Bid.
4. In addition to this Contract Agreement Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Terms and Conditions of Contract as mentioned in above RFP
 - (ii) Scope of Services as mentioned in Terms of Reference of the RFP
 - (iii) Other Terms and Conditions of the RFP and Bid;
 - (iv) Bid Form furnished by the Contractor
 - (v) Price Schedule(s) furnished by the Contractor in its Bid;
 - (vi) SAI's Notification of Award
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) Brief particulars of services which shall be performed/ provided by the agency are as under:

Schedule No.	Brief description of services	Total Charges	Period of contract	Total contract value

Taxes, if any _____

Total value (in figure) _____ (In words) _____

- (ii) Period of contract:
- (iii) Details of Performance Security:
- (iv) Payment terms:

**(Signature, name and address
of the SAI's authorised official)**
For and on behalf of _____

Received and accepted this contract

(Signature, name and address of the contractor's executive
duly authorised to sign on behalf of the contractor)
For and on behalf of _____
(Name and address of the Contractor)

(Seal of the Contractor)
Date: _____

Place: _____