Sports Authority of India
(KIT Division)
Jawaharlal Nehru Stadium Complex,
Gate No.10, Lodhi Road, New Delhi-110003
Telephone: +91–11 – 24362767, 24364262
Website: http://sportsauthorityofindia.nic.in/ & http://eprocure.gov.in/eprocure/app

E-Bidding Document
For Procurement of
Medical Insurance & Personal Accidental Policy

Bid Ref. No. KITD-TD/26-35/Insurance-Khelo India /2019-20
Date: 11.11.2019

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<tr>
<td>Published Date</td>
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<tr>
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<tr>
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<td>Clarification End Date and time</td>
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<tr>
<td>Pre bid meeting and time</td>
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<tr>
<td>Bid Submission Start Date and time</td>
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<td>Bid Validity Period</td>
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<td>Bid Opening Date and time</td>
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PART-1

BIDDING DOCUMENTS
SECTION I

Sports Authority of India
Jawaharlal Nehru Stadium Complex,
Gate No.-10, Lodhi Road, New Delhi-110003
Telephone: +91–11 – 24362767, 24364262, Fax: +91–11–24368162
Website: http://sportsauthorityofindia.nic.in/ &http://eprocure.gov.in/eprocure/app

INVITATION FOR ONLINE BIDS (IFB)

Sports Authority of India, through Director General, Sports Authority of India, invites online Bids from Indian Companies incorporated under provisions of the Companies Act, 1956/2013 on ‘Two Bid System’ for procurement of comprehensive Medical Insurance Policy & Personal Accident policy.

2. Manual bids shall not be accepted.

<table>
<thead>
<tr>
<th>Schedule No.</th>
<th>Brief Description of Services</th>
<th>Persons (No.)</th>
<th>Amount of Earnest Money/Bid Security in Rs. (or equivalent Foreign Currencies)</th>
<th>Bidding Document Cost (Rs.)</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>(a). Medical Insurance Policy- Rs. 5 lakhs per annum per person (b). Personal accidental policy (Disability/Death) of Rs.25 lakhs per annum per person for 2500 Sports Persons Scattered all over India at different Khelo India accredited academies/training centres like Patiala, Bangalore, Bhopal, Kolkata, Sonepat, Lucknow, Guwahati &amp; Shillaroo (HP) etc. ©. The cashless facilities all over India are required in different age groups as under: -</td>
<td>2500</td>
<td>Rs. 1.5 Lakh</td>
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<th>S.No.</th>
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<tr>
<td>1.</td>
<td>Up to 20</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>21-35</td>
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Scanned copy of Bid Security is to be uploaded online and Hard copy of the same must be sent to the Director General (DG), Sports Authority of India, New Delhi on or before Bid Submission Date & Time as mentioned in Critical Date Sheet.
CRITICAL DATE SHEET

<table>
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<td>12.11.2019</td>
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<tr>
<td>Clarification End Date and time</td>
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<td>Pre bid meeting and time</td>
<td>19.11.2019 at 15.00</td>
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<tr>
<td>Bid Submission Start Date and time</td>
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<td>Bid Submission End Date and time</td>
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<tr>
<td>Bid Opening Date and time</td>
<td>03.12.2019 at 11.00</td>
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1. Bidder may also download the Bidding Documents from the web site- www.sportauthorityofindia.nic.in & CPP Portal of Govt. of India i.e. http://eprocure.gov.in/eprocure/app Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal http://eprocure.gov.in/eprocure/app.

2. Bids shall be submitted online only at CPPP website: http://eprocure.gov.in/eprocure/app. Tenderers/Bidders are advised to follow the instructions provided in the ‘Instructions to the Bidder/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at http://eprocure.gov.in/eprocure/app.

3. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app and SAI website www.sportauthorityofindia.nic.in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with SAI.

4. Intending tenderers are advised to visit again CPPP website https://eprocure.gov.in/eprocure/app and SAI website www.sportauthorityofindia.nic.in at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

(Lt. Col. Manoj)
Head (KITD)
For and on behalf of
Director General, Sports Authority of India.

Copy to: -
1. Deputy Director (KITD)
2. Known Bidders as per list attached.
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SECTION – II - A
INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

1.1 The SAI on behalf KITD has issued these Bidding Documents for purchase of related services as mentioned in Section – V – “Schedule of Requirements”, which also indicates, inter-alia, the required delivery schedule, terms and place of delivery.

1.2 This section (Section II - “Instruction to Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by the SAI /KITD for receipt and opening as well as scrutiny and evaluation of Bids and subsequent placement of contract.

1.3 Before formulating the Bid and submitting the same to the SAI/KITD, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

2. Language of Bid

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the SAI/KITD, 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.

B. BIDDING DOCUMENTS

3. Content of Bidding Documents

In addition to Section I – “Invitation for Online Bid” (IFB), the Bidding Documents include:

➤ Section II – Instructions to Bidders (ITB)
➤ Section III– Qualification Criteria & Performance Statement
➤ Section V– Schedule of Requirements (SOR)
➤ Section VI– Technical Specifications
➤ Section VII– General Conditions of Contract (GCC)
➤ Section VIII– Contract Forms

4. Amendments to Bidding Documents

4.1 At any time prior to the deadline for submission of Bids, the SAI/KITD may, for any reason deemed fit, modify the Bidding Documents by issuing suitable amendment(s) to it.

4.2 Such an amendment to the Bidding documents will be uploaded on Khelo India website: http://sportsauthorityofindia.nic.in and CPP Portal of Government of India i.e. http://eprocure.gov.in/eprocure/app only.

4.3 Prospective Bidders are advised in their own interest to visit above mentioned website for any amendment etc. before submitting their Bids.

5. Clarification of Bidding Documents.
A bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with the SAI/KITD in writing. The SAI/KITD will respond in writing to such request provided the same is received by the SAI/KITD not later than fifteen days prior to the prescribed original date of submission of bid.

C. PREPARATION OF BIDS

6. Documents Comprising the Bid

6.1 The Two Bid System, i.e. “Technical Bid” and “Price Bid” prepared by the Bidder shall comprise the following (bidders are requested to upload online following document in PDF format):

A) Technical Bid:

i) Scanned copy of Bid Submission Form as per section IV (A) and Board Resolution in favour of signatory of Bidding Documents.

ii) Bidder/Authorised & registered broker who quotes for services on behalf of other Agency shall furnish scanned copy of Insurance Agency’s Authorisation Form authorising him to quote for the services as per Bid Document (section IV(C))

iii) Scanned copy of Technical Bid of quoted services along with relevant documents.

iv) Scanned copy of ‘Performance Statement’ as per Form in Section III(B)

v) Certificate of ‘Incorporation of Insurance Company’.

vi) Scanned copy of Pan Card, TAN, GSTIN, and Service Tax Registration & National Electronic Fund transfer (NEFT) Form as per Section IV (E) for payment in Indian Rupee, if applicable.

vii) Scanned copy of documents mentioned in Qualification Criteria as per Section III (A).

viii) Scanned copy of Bid security to be furnished by the Bidder followed by Bid Security in original

Price Bid: [Upload online in prescribed PDF format as per Section-IV (B) of bidding Document].

6.2 Price Schedule(s) as per Form for services mentioned in Section IV (B) filled up with all the details.

It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above, if any.

6.3 All pages of the Bid should be page numbered and indexed.

6.4 The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.

6.5 A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

6.6 All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV () along with their offers, if not already executed in Khelo India. Notification of Award will not be issued without NEFT Mandate Form.

Note: All documents should be submitted in PDF format.

7. Bid Currencies

7.1 The Bidder shall quote only in Indian Rupees.

8. Bid Prices
8.1 The Bidder shall indicate on the Price Schedule provided under Section IV (B) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified as “NA” (means Not Applicable) by the Bidder.

8.2 The quoted prices for services offered shall be quoted in the Price Schedule given under Section IV (B).

8.3 While filling up the columns of the Price Schedule, the rate /quantum of GST, Service charges or Any other tax/duty as applicable may also be indicated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later. Only statutory variations taking place after Bid submission shall be allowed to the extent of actual quantum paid by the Service provider.

The need for indication of all such price components by the Bidders, as required in this clause (viz., ITB clause 8) is for the purpose of comparison of the Bids by the SAI/KITD and will no way restrict the SAI/KITD right to award the contract on the selected Bidder on any of the terms offered.

9. Firm Price

9.1 The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

9.2 However, as regards taxes and duties, if any, chargeable on the services and payable, the conditions stipulated in ITB Clause 8 will apply.

10. Alternative Bids – “Not Applicable

11. Documents Establishing Bidder’s Eligibility and Qualifications

11.1 Pursuant to ITB clause, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualifications to perform the contract if its Bid is accepted.

11.2 The documentary evidence needed to establish the Bidder’s qualifications shall fulfil the following requirements:

   a) In case the Bidder offers to provide services on behalf of some other agency Bidder has been duly authorised by the Insurance Agency to quote to the SAI/KITD the Bidder shall submit the authorization form to this effect as per the standard form provided under Section IV (C) in this document.

   b) The Bidder/Insurance Agency meets the qualification criteria incorporated in the Section III.

12. Bid Security/Earnest Money Deposit (EMD)

   (i) The bidder shall furnish Bid Security for an amount as shown in the Clause 1 of Section I-IFB. The Bid Security is required to protect the SAI against the risk of the bidder’s unwarranted conduct as explained below. Non submission of Bid Security will be considered as major deviation and bid will not be considered.

   (ii) 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.
(iii) 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
   d) Bank Guarantee from any of the commercial banks

(iv) The Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the “Secretary, Sports Authority of 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 acceptable to SAI as provided in Section-IV, format of Bid Security.

(v) The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. Bid is required to protect the SAI against the risk of the bidder’s conduct, which would warrant the forfeiture of the Bid Security.

(vi) Bid Security 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 SAI. The successful bidder’s earnest money will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.

13. **Bid Validity**

13.1 The Bid shall remain valid for acceptance for a period of 180 days (One Hundred and Eighty 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.

13.2 In exceptional cases, the Bidders may be requested by the SAI/KITD to extend the validity of their Bids up to a specified period. The Bidders, agree to extend the Bid validity, without any change or modification of their original Bid.

13.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for the SAI/KITD, the Bid validity shall automatically be extended up to the next working day.

14. **Signing of Bid**

13.1 The Bidders shall submit their Bids as per the instructions contained in ITB clause 6.

13.2 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duty authorized to bind the bidder to the contract and upload in PDF format.

13.3 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written board resolution, which shall also be furnished along with the Bid.

13.4 Bidding Document seeks quotation following Two Bid System, in two parts. First part will be known as ‘Technical Bid’, and the second part ‘Price Bid’ as specified in clause-6 of ITB.
D. SUBMISSION OF BIDS

15. Submission of Bids
Online bids have been invited and bidder should submit their bid as per instructions given for on line submission under Section II-B.

E. BID OPENING

16. Opening of Bids
16.1 The SAI/KITD will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.

16.2 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for the purchaser, the Bids will be opened at the appointed time and place on the next working day.

16.3 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them letters of authority from the corresponding Bidders acknowledgement letter of bid submission at CPPP website: https://eprocure.gov.in/eprocure/app.

16.4 Two - Bid system as mentioned in Para 6 and 14 above will be as follows. The Technical Bids are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. These Bids shall be scrutinized and evaluated by the Purchaser with reference to parameters prescribed in the Bidding Document. 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, any other special features of the Bids, as deemed fit by the Bid opening official(s). Thereafter, in the second stage, the Price Bids of only the Technically and commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any of the services offered etc., as deemed fit by Bid opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF BIDS

17. Preliminary Scrutiny of Bids
17.1 The SAI/KITD will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Technical Bids are generally in order.

17.2 Prior to the evaluation of Price Bids, the SAI/KITD will determine the substantial responsiveness of each Bid to the Bidding Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Documents including ‘Scope of Work’ without material deviations. However minor deviation and /or minor irregularity and/or minor non-conformity in the Bid, the Purchaser may waive the same.

17.3 If a Bid is not substantially responsive, it will be rejected by the Purchaser.

18. Qualification Criteria

18.1 Bids of the Bidders, which do not meet the required Qualification Criteria prescribed in Section III, will be treated as non - responsive and will not be considered further.

18.2 Conversion of Bid currencies to Indian Rupees – “Not Applicable”
18.3 Evaluation for total requirement – “Not Applicable”

19. Comparison of Bids and Award Criteria.

19.1 For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out on average of all Age Group slabs on all-inclusive basis.

19.2 The contract may be awarded to the lowest responsive Bidder who meets the laid down Qualification Criteria and submits the required Bid documents and accept the other terms & conditions. Rates being equal, preference will be given to the bidder having maximum coverage of hospitals all over India and with minimum average time for settlement of claims.

19.3 The Purchaser reserves the right to give the price preference/purchase preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

G. AWARD OF CONTRACT

20. SAI/KITD Right to accept any Bid and to reject any or all Bids

The SAI/KITD reserves the right to accept in part or in full any Bid, or reject any or more Bid(s) without assigning any reason or to cancel the bidding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

21. Variation of Quantities at the Time of Award/ Currency of Contract

At the time of awarding the contract or during the currency of the Contract, the SAI/KITD reserves the right to increase or decrease by up to twenty-five (25) percent, to 50% the quantity of services/number of persons to be insured mentioned in the schedule(s) in the “Schedule of Requirements” (rounded off to next whole number) without any change in the unit and other terms & conditions quoted by the Bidder.

22. Notification of Award

22.1 Before expiry of the Bid validity period, the Purchaser will notify the successful Bidder(s) in writing, by registered / speed post or by fax/ email/sms etc. (to be confirmed by registered /speed post) that its Bid for services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, quantity of the services, and corresponding prices accepted. The successful bidder must furnish to the SAI the required Performance Security within 15 days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in the GCC.

22.2 The Notification of Award shall constitute the conclusion of the Contract.

23. Issue of Contract
23.1 Promptly after Notification of award, the SAI/KITD will mail the Contract Agreement as per Section VIII (A), duly completed and signed, in duplicate, to the successful Bidder by registered / speed post.

23.2 The successful Bidder shall return the original copy of the contract, duly signed and dated, to the SAI/KITD by registered/speed post within Fifteen (15) days from the date of issue of the contract.

23.3 The SAI/KITD reserves the right to issue the Notification of Award Purchaser wise and schedule wise.

24. Corrupt or Fraudulent Practices

24.1 It is required by all concerned namely the Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser/Khelo India: -

(a) 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;

(b) will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the SAI/KITD if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or gross/deliberate negligence in executing the contract.

(c) The SAI/KITD reserves the right not to conclude 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.
SECTION-II-B

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) There are 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 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) 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.

(iv) 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.
(v) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(vi) Upon the successful and timely submission of bids (ie 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.

(vii) 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 queries 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 contract person indicated in the tender.

(ii) Any queries 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 Contract numbers for the helpdesk are 1800 3072 2232, 0120-4001062, 0120-4001002, 0120-4001005 and 0120-6277787. Foreign bidder can get help at +91-7878007972, +91-7878007973.
SECTION-III
QUALIFICATION CRITERIA & PERFORMANCE STATEMENT

(A) QUALIFICATION CRITERIA

1. The Bidder must be an Insurance Provider or its authorized & Registered Insurance Broker of Insurance Service Provider

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<th>S. No.</th>
<th>Qualification Criteria</th>
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<tbody>
<tr>
<td>2(i)</td>
<td>The Insurance Agency should be registered with Insurance Regulatory and Development Authority of India (IRDAI) (Enclose copy of the Registration Certificate as documentary evidence as a provider of Insurance Related Services)</td>
</tr>
<tr>
<td>2(ii)</td>
<td>The Insurance Agency should possess five (05) years’ Experience in India in providing Insurance Cover to reputed Corporate Houses/firms as per job specification</td>
</tr>
<tr>
<td>2(iii)</td>
<td>Bidder should have annually covered/insured at least 10,000 persons/policies during the last three (03) financial years ending March 2019. (Documentary Proof like Financial Statement or Certificate from the Chartered Accountant/ equivalent statutory authority of the Insurance Agency to be submitted).</td>
</tr>
<tr>
<td>2(iv)</td>
<td>The Insurance Agency should have valid PAN, TAN, GSTIN &amp; Service Tax Registration Certificate</td>
</tr>
<tr>
<td>2(v)</td>
<td>In case the Bidder is not Insurance Agency then the Bidder should be an authorized &amp; Registered Insurance Broker of Insurance Agency. (Authorized &amp; Registered Insurance Broker certificate should be submitted), other conditions shall remain the same as that applicable to the Insurance Agency.</td>
</tr>
<tr>
<td>2(vi)</td>
<td>The Bidders will give complete addresses (along with telephone no. e-mail etc.) of its registered office or Branch Office in Delhi, other premises, administration facilities and marketing organisations as may be necessary for the efficient and Effective performance of its obligations under the contract. <strong>Note:</strong> Only declarations may be submitted with the on-line bid. Detailed documents to be submitted in Hard Copy separately to the purchaser a day before opening of Technical Bid.</td>
</tr>
<tr>
<td>2(vii)</td>
<td>Details of medical coverage along with name &amp; complete address of the Hospitals With cash less facilities in their Panel/Network Hospitals of the Insurance Company. <strong>Note:</strong> Only declarations may be submitted with the on-line bid. Detailed documents to be submitted in Hard Copy separately to the purchaser a day before opening of Technical Bid.</td>
</tr>
<tr>
<td>2(viii)</td>
<td>The license of the bidder should not have been suspended or cancelled by IRDA at Any time for the last three (03) years ending March 2019. <strong>Note:</strong> Only declarations may be submitted with the on-line bid. Detailed documents to be submitted in Hard Copy separately to the purchaser a day before opening of Technical Bid.</td>
</tr>
</tbody>
</table>

3. In support of above, the Insurance Agency/Bidder shall furnish required supporting documents, Performance Statement as per Performa in Section-III (B) of the Bidding Document.
SECTION– III
(B) PROFORMA FOR PERFORMANCE STATEMENT
(For the last Three Years)

Bid Reference No. : _____________________________
Date of opening: _______________________________
Name and address of the Bidder. : ____________________________
Name and address of the Insurance Provider: ____________________________

| Period   | 1     | 2     | 3       | 4        | 5         | 6     | 7
|----------|-------|-------|---------|----------|-----------|-------|---
| 2016-17  |       |       |         |          |           |       |   |
| 2017-18  |       |       |         |          |           |       |   |
| 2018-19  |       |       |         |          |           |       |   |

{Signature & Seal of the Bidder}

Note:

1. Purchaser reserves the right to ask Bidder to furnish documentary evidence/details in respect of above or any other information as may be required.
SECTION - IV

(A) BID SUBMISSION FORM

Date__________

To
Sports Authority of India
Jawaharlal Nehru Stadium Complex,
Gate No.10, Lodhi Road,
New Delhi-110003

Ref.: Your Bidding Document No. __________dated __________

We, the undersigned have examined the above-mentioned Bidding Document, including amendment/corrigendum No. __________, dated ________ (if any), the receipt of which is hereby confirmed. We now offer to provide Insurance Cover (Description of services) in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this Bid.

We agree to keep our Bid valid for acceptance for 180 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.

We agree to all terms and conditions of General Conditions of Contract as per Section VII.

We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

___________________________
[Signature with date, name and designation] Duly authorised to sign Bid for and on behalf of
Messrs___________________________

[Name & address of the manufacturers]
**SECTION – IV**  
(B) PRICE SCHEDULE  
PRICE SCHEDULE FOR PROVIDING INSURANCE COVER

Bidders are required to provide an all-inclusive ‘Premium’ based on the Scope of Work mentioned in Section-5 & 6. Please note that there should be no disclaimers restricting any commitment to the Khelo India.

Bidder should provide the ‘Premium’ as prescribed format under this Form. Bidder should not leave any field blank. In case the field is not applicable, bidder must indicate “0” (Zero) in all such fields.

It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable.

The final Commercial Bid of the bidder shall be inclusive of all taxes, duties and levies including Goods and Service Tax (GST) , withholding tax etc.

Purchaser shall take into account all Taxes, Duties and Levies for the purpose of evaluation.

<table>
<thead>
<tr>
<th>Age Group (in Yrs.)</th>
<th>For Group Medical insurance of Rs. 5 lakhs per person (inclusive of GST)</th>
<th>For Group Personal Accident Policy of Rs. 25 lakhs per person (inclusive of Service Tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td>up to 20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21-35</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION –IV
(C ) INSURANCE AGENCY”AUTHORISATION FORM

To

Sports Authority of India
Jawaharlal Nehru Stadium Complex,
Gate No.10, Lodhi Road, NEW DELHI-110003.

Dear Sirs,

Ref. Your Bidding Reference No ____________, dated ___________

We, ___________________________________ who are proven and reputable Insurance Agency
___________________(name and description of the services offered in the Bid) having Registered/Head
Office at_______________________________, hereby authorise
Messrs______________________________(name and address of the authorised & Registered Insurance
Broker) to submit a Bid, process the same further and enter into a Contract with you against your
requirement as contained in the above referred Bidding Documents for the above services

We further confirm that no other Insurance Broker other than Messrs’ __________________________
(name and address of the above Broker) is authorised to submit a Bid, process the same further and enter
into a Contract with you against your requirement as contained in the above referred Bidding Documents
for the above services

We also hereby confirm to provide Insurance Cover/Services for one year from the date of
commencement of coverage of the personnel/policy cover/ payment of premium/policy issued by the
Bidder

Yours faithfully,

___________________________

[Signature with date, name and designation]

[Name & address of the Insurance Agency]

Note: 1. This letter of authorisation should be on the letter head of the Insurance Agency and should be
signed by a person competent and having the board resolution to legally bind the Service Provider
2. Original letter may be enclosed.
SECTION – IV
(D) NEFT MANDATE FORM

From: M/s. Date:

To,

Executive Director (Finance)
Sports Authority of India

Sub: NEFT PAYMENTS

We refer to the NEFT being set up by Khelo India. For remittance of our payments using RBI’s NEFT scheme, our payments may be made through the above scheme to our under noted account.

<table>
<thead>
<tr>
<th>National Electronic Funds Transfer Mandate Form</th>
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<tr>
<td>Name of City</td>
</tr>
<tr>
<td>Bank Code No.</td>
</tr>
<tr>
<td>Bank’s name</td>
</tr>
<tr>
<td>Branch Address</td>
</tr>
<tr>
<td>Branch Telephone / Fax no.</td>
</tr>
<tr>
<td>Supplier’s Account No.</td>
</tr>
<tr>
<td>Type of Account</td>
</tr>
<tr>
<td>IFSC code for NEFT</td>
</tr>
<tr>
<td>IFSC code for RTGS</td>
</tr>
<tr>
<td>Bidder’s name as per Account</td>
</tr>
<tr>
<td>Telephone no. of Bidder</td>
</tr>
<tr>
<td>Bidder’s E-mail ID</td>
</tr>
</tbody>
</table>

[Signature with date, name and designation]
For and on behalf of Messrs

Confirmed by Bank

Enclosed a copy of Crossed Cheque
Section-IV-A
BANK GUARANTEE FORM FOR BID SECURITY

Whereas ______________________________ (hereinafter called the “Bidder”) has submitted its quotation dated _________________ for the service of ___________________________________ (hereinafter called the “Bid”) against the Sports Authority of India’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 ________________ (hereinafter called the “Sports Authority of India”) in the sum of __________________________ for which payment will and truly to be made to the said Sports Authority of India, 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, 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 Sports Authority of India 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 contract.

We undertake to pay the Sports Authority of India up to the above amount upon receipt of its first written demand, without the Sports Authority of India having to substantiate its demand, provided that in its demand the Sports Authority of India 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 180 days i.e. for 225 days (180 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
PART-2

SCOPE OF WORKS/SERVICES
SECTION - V
SCHEDULE OF REQUIREMENTS

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<th>Persons (No.)</th>
</tr>
</thead>
<tbody>
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<td>1.</td>
<td>Medical Insurance Policy – Rs. 5 Lakhs</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Personal Accident Policy (Disability/Death) – Rs.25Lakhs.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>The cashless facilities all over India are required in different age groups as under: -</td>
<td>2500</td>
</tr>
<tr>
<td></td>
<td>1. Upto20 years</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. 21-35 years</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Claim to be sent to Individual beneficiary</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The No. of persons are approximately 2500, however, list of the persons to be covered will be in parts as and when required by Khelo India & reserves its right to increase or decrease the number of persons by 25%-50% without any change in scope.
Section-VI

Scope of Work
Scope of Work

1. **Medical Insurance Cover for a period of 12 months:**

   1.1 **Cashless facilities in the hospitals**

   1.2 **In patient hospitalisation:** Expenses incurred for treatment of the insured person in any hospital of nursing home on account of any accident or disease of injury upon advice of Medical Practitioner then the following hospitalization expenses shall be payable by the Insurer.

   a) Pre & Post hospitalization: 30 days of pre-hospitalization and 60 days for post hospitalization.
   b) Room Rent: In normal cases room rent @ 1% of sum insured and for ICU @ 2% of sum insured.
   c) Nursing Expenses: These expenses will be reimbursed subject to specific recommendation of treating physician/doctors that patient disease is such which required utmost care by a nurse. Expenses reimbursable as per entitlement.
   d) Medical Practitioner/Anaesthetist, Consultant fees: Expenses reimbursable as per entitlement.
   e) Expenses on Anaesthesia, Blood Oxygen, Operation Theatre charges, surgical Appliances, Medicines and Drugs, Diagnostic Materials and X-Ray, MRI, CT Scan, Dialysis, Chemotherapy, Radiotherapy, cost of pacemaker, Artificial Limbs, Cost of organs and similar expenses.
   f) All the pre-existing diseases will be covered: All expenses are payable by Insurance Co. at actual upto a maximum of Rs. 2000/-.
   g) Day Care: This covers all medical procedures and treatments or cares which are to the nature of an emergency treatment which is provided in a Hospital but does not necessitate an admission as an indoor patient. Which is listed 140 + procedures. Ex: Contract. Dialysis
   h) There will be no restrictions on the expenses incurred due to the investigation or diagnosis of any disease/injury since such expenses shall be a part of the treatment.
   i) Critical Illness/ Dreaded Disease Cover.
   j) Ambulance charges.
   k) Dental treatment in case of Accident.
   l) Benefits to the patients shall be applicable on the basis of time of admission in hospital.

2. **Personal Accidental Insurance Policy:** Coverage of Personal Accidental Policy at Rs. 25.00 Lakhs per personnel including Death/Permanent Total and Partial disability. (Disablement arising solely and directly bodily injury arising out of any “accident” any time during the policy period). Policy benefits coverage:
   i) Accidental death – 100%
   ii) Permanent total disability (PTD) – 100%
   iii) Permanent partial disability (PPD): As per disability.
   iv) Terrorism risk covered.

3. **Obligations of the Insurance Company:**

   a) Hospitalization expenses of person donating an organ during the course of organ transplant will also be payable.
   b) 24 x 7 Cashless Facility will be given to the personnel for availing treatment from the network hospitals. In case they undergo treatment form non-network hospitals during emergency, the claim shall be reimbursed in full. The said claim will be settled within 15 working days from the date of submission and payment will be made directly to the concerned.
   c) The Medi-claim Photo cards of the personnel should be issued by the Insurance Company within one month after submission of names.
   d) Addition and Deletion of Personnel on Pro-rata Basis: Data to be provided by 1st week of subsequent Month.
   e) The Insurance Company should have a 24x7 helpline to sort out the queries of the claimants.
   f) Personnel from the Insurance company should visit Khelo India, Head Office, New Delhi once in a month for feedback/handling the grievances and a whole.
g) The obligations of the Insurance Company shall be in line with IRDA Guidelines, the same be clearly specified by the Company. **Note** – Photo is required for availing Insurance.
PART-3

CONTRACT
## GENERAL CONDITIONS OF CONTRACT (GCC)

### TABLE OF CLAUSES

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<td>Jurisdiction</td>
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<td>21</td>
<td>Applicable Law</td>
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</table>
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

1.1 The General Conditions of Contract incorporated in this section shall be applicable to the extent the same is not superseded by Schedule of Requirements under Section V and Technical Specification under Section VI of this document.

Performance Security

2.1 Within fifteen (15) days from date of the issue of Notification of Award by SAI, New Delhi, the Contractor shall furnish performance security to the SAI, New Delhi for an amount equal to 10% (Ten) of contract value valid up to..............., from the date of Notification of Award.

2.2 The Performance security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section-VIII-A of this document in favour of the Secretary, Sports Authority of India, New Delhi.

The Performance Security may be invoked by SAI in the event of any breach or deviation of services by the Contractor. Upon invocation of performance security, the contractor shall immediately replenish the Performance Security.

2.3 The SAI, New Delhi will release the Performance Security to the Contractor without any interest on completion of the all contractual obligations without default subject to adjusting damages/losses/penalties and recoveries if any.

2. Country of Origin

2.1 The word “Origin” incorporated in this clause means the place from where the services are processed.

3. Scope of Work:

3.1 The Services to be provided by the Insurance Service Provider under this Contract shall conform to the Scope of Work mentioned under Sections-V & VI of this document.

4. Prices /Premium

4.1 Prices to be charged by the Insurance Service Provider for provision of services in terms of the Contract shall not vary from the corresponding prices quoted by the bidder in its Bid and incorporated in the Contract.

5. Taxes & Duties.

5.1 Bidder shall be entirely responsible for all taxes, duties, levies etc. incurred for providing the above services. Only statutory variations if stipulated in Contract shall be allowed to the extent of actual payment.

6. Terms and Mode of Payment:

100% payment of premium on the day of the start of insurance cover against submission of relevant documents.
7. **“Consequences towards Non-Performance”**

Subject to the provision of Force Majeure under GCC Clause-II, if the Insurance Service Provider fails to perform the services within the time frame(s) incorporated in the Contract, the purchaser shall, be entitled to forfeit performance security, without prejudice to other rights and remedies available to the purchaser under the Contract, including Blacklisting and proceeding as per IRDAI guidelines will be carried out.

8. **Default**

8.1 In the Event of default SAI shall issue a written notice of default to the Insurance Service Provider and provide an opportunity to rectify the default within the period specified therein. The following consequences shall follow in the event Insurance Service Provider fails to rectify the default or fails perform any Contractual obligation(s) within the time period specified in the Contract, or within any extension thereof granted by the purchaser:

(i) Proceedings as per IRDAI guidelines would be carried out;

(ii) Insurance Service Provider shall be blacklisted;

Terminate the contract at the cost and liability of the Insurance Service Provider. In such a event the Insurance Provider shall be liable to refund the advance premium paid to it.

In addition to above, SAI may exercise any other Contractual rights and remedies available to SAI under contract or law.

Provision of Performance Security/Invocation of Performance Security in the event of default??

8.2 Unless otherwise instructed by the purchaser, the Insurance Service Provider shall continue to perform the Contract to the extent not terminated.

9. **Termination for insolvency**

If the Insurance Service Provider becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the Contract at any time, by serving written notice to the Insurance Service Provider without any compensation, whatsoever, to the Insurance Service Provider subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

10. **Force Majeure**

10.1 Notwithstanding the provisions contained in GCC, the Insurance Service Provider shall not be liable for imposition of any such sanction so long the delay and/or failure of the Insurance Service Provider in fulfilling its obligations under the Contract is the result of an event of Force Majeure.

10.2 For purposes of this clause, Force Majeure means an event beyond the control of the Insurance Service Provider and not involving the Insurance Service Provider’s fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the Non – Performance or delay in performance. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or Contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

10.3 If a Force Majeure situation arises, the Insurance Service Provider shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the Insurance Service Provider 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.

10.4 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 sixty days, either party may at its option terminate the Contract without any financial repercussion on either side.

10.5 In case due to a Force Majeure event the purchaser is unable to fulfil its Contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

11. Termination for convenience

11.1 The purchaser reserves the right to terminate the Contract, in whole or in part for its (purchaser’s) convenience, by serving written notice on the Insurance Service Provider at any time during the currency of the Contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate interalia, the extent to which the Insurance Service Provider’s performance under the Contract is terminated, and the date with effect from which such termination will become effective.

11.2 The services which are complete and ready in terms of the Contract for performance within thirty days after the Insurance Service Provider’s receipt of the notice of termination shall be accepted by the purchaser following the Contract terms, conditions and prices. For the remaining services, the purchaser may decide:

a) To get any portion of the balance completed at the Contract terms, conditions and prices; and / or

12. Withholding and lien in respect of sums claimed.

Whenever any claim or claims for payment of a sum of money arises out of or under the Contract against the Insurance Service Provider, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Insurance Service Provider and for the purpose aforesaid, the Purchase shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same Contract or any other Contract with the Purchaser or the Government, pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

13. The Insurance Company should have a 24x7 helpline to sort out the queries of the claimants. Personnel from Insurance Co. Should visit SAI HO once in a month for feedback/ handling grievances as a whole

14. Commencement of Services

The contract shall be valid for a period of 01 Year from the date of its commencement is the date of the first payment of premium for policy cover and can be extended for a period of another 01 Year on the same Prices, Terms & Conditions subject to satisfactory performance and settlement of claims.

15. Modifications
After award of the contract, any changes in the modus of implementation can be agreed to mutually in writing.

16. **Obligations of the Insurance Company**

The Insurance Company shall perform the Services and carry out their obligations as per IRDA Guidelines with all due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices, and shall observe sound management practices.

The Insurance Company shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to Khelo India.

17. **Confidentiality and Non-disclosure Agreement**

Without prior written consent of the other party at any time, each shall not divulge or disclose to any person or use for any purpose unconnected with the implementation of the work, any information concerning the work, the services expect to their respective officers, directors, employers, agents, representatives and professional advisors on a need to know basis or as may be required by any law, rule, regulation or any judicial process.

The Insurance Company shall obtain Khelo India’s/SAI prior approval in writing wherever necessary.

Documents Prepared by the Insurance Company to be the Property of Khelo India/SAI. All plans, charts, specifications, designs, reports and other documents and software submitted by the Insurance Company shall become and remain the property of Khelo India/SAI, and the Insurance Company shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to Khelo India/SAI, together with a detailed inventory.

Policy holder Servicing Turnaround Times for different services shall be as prescribed by IRDA in its handbook on Health Insurance.

This bidding document shall supersede the standard policy documents issued by the Bidder.

18. **Resolution of disputes.**

18.1 If dispute or difference of any kind shall arise between the purchaser and the Insurance Service Provider in connection with or relating to the Contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

18.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the purchaser or the Insurance Service Provider 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 of India as amended . In the case of a dispute or difference arising between the Purchaser and a Insurance Service Provider relating to any matter arising out of or connected with the Contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Director General (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract. The fee of the arbitration and the procedure of arbitration shall be in accordance to the policy guidelines of Khelo India/SAI.

19. **Venue of Arbitration:**

The venue of arbitration shall be the place from where the Contract has been issued, i.e., New Delhi, India.
20. **JURISDICTION:** The courts of Delhi shall have sole jurisdiction to settle any dispute which may arise between the parties to the contract.

21. The Contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
SECTION – VIII (A)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

[The bank, as requested by the successful bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Notification of Award]
And Contract No._________________________________

Bank’s Branch or Office: [insert complete name of Guarantor]
Beneficiary: Sports Authority of India, ___________

PERFORMANCE GUARANTEE No.:  [insert Performance Guarantee number]
We have been informed that [insert complete name of firm] (hereinafter called “the bidder”) has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called “the Contract”). Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.
At the request of the firm, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.
This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.
SECTION – VIII-B
(A) CONTRACT AGREEMENT
Contract Form for Mediclaim Insurance and Personal Accidental Insurance

SPORTS AUTHORITY OF INDIA,
ES DIVISION, JAWAHARLAL NEHRU STADIUM COMPLEX,
GATE NO. 10, LODHI ROAD, NEW DELHI-110003.

Contract No___________ Dated______________

This is in continuation to this office’s Notification of Award No_______ dated ______

1. Name & address of the Insurance Service Provider

2. Purchaser’s Bidding Document No_________ dated____________ and subsequent Amendment
   No_____________, dated_________ (if any), issued by the purchaser.

3. Insurance Provider’s Bid No_________ dated__________ and subsequent communication(s)
   No____________ dated _________ (if any), exchanged between the supplier and the purchaser in
   connection with this Bid.

4. In addition to this Contract 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 Conditions of Contract;
   (ii) Bid Form furnished by the supplier;
   (iii) Price Schedule(s) furnished by the supplier in its Bid;
   (iv) Insurance Agency’s Authorisation Form (if applicable for this Bid);
   (v) Purchaser’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 the services which shall be provided are as under:**

<table>
<thead>
<tr>
<th>Schedule No.</th>
<th>Brief description of services</th>
<th>Accounting unit</th>
<th>Unit Price</th>
<th>Total price</th>
<th>Period of Policy</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

   Any other additional services (if applicable) and cost thereof: ____________________
Total value (in figure) ____________ (In words) ___________________________

(Signature, Name & Address of the purchaser’s Authorised Official)
For and on behalf Sports Authority of India
Through Director General

Received and accepted this Contract
_________________________________

[Signature with date, name and designation]
for and on behalf of ___________________________

[Name & address of the Insurance Service Provider]

(Seal of the Insurance Service Provider)
Date: _________________________

Place: _________________________