

**Sports Authority of India**

**“REQUEST FOR PROPOSAL”**

**(RFP)**

**For**

**Engagement of Service Provider for providing Call centre Services, IT enabled feedback and monitoring system for various promotional schemes/ operational activities)**

**SAI/OPS/CALLCENTER/2021-22/01**

Date of Publication: 13.07.2021

**Sports Authority of India (SAI)**

**Gate No. 10, Jawaharlal Nehru Stadium Complex (East Gate) Lodhi Road, New Delhi - 110003**

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## 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 Service Providers having sufficient experience and credentials to associate with SAI for providing Call centre Services, IT enabled feedback and monitoring system for various promotional schemes/ operational activities of SAI at Head Quarters in Delhi. 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	13.07.2021
Bid document download start Date	14.07.2021
Last date and time of submission of queries for Pre-Bid Conference	20.07.2021 at 06 PM to <a href="mailto:ops-sai@gov.in">ops-sai@gov.in</a>
Virtual Pre-Bid conference	20.07.2021 at 03 PM Video conferencing link for online pre-bid meeting: <a href="https://us02web.zoom.us/j/84745556578?pwd=Y0ZFYzBxRm03ektTVmJWbFBDQW13Zz09">https://us02web.zoom.us/j/84745556578?pwd=Y0ZFYzBxRm03ektTVmJWbFBDQW13Zz09</a> Meeting ID: 847 4555 6578 Passcode: 12345
Bid submission end date and time	03.08.2021 at 01 PM
Bid Validity Period	180 days
Mode of Submission	Online
Opening of Technical Bid date and time	04.08.2021 at 02 PM
Opening of Financial Bids	Shall be notified later
Method of selection	Least Cost Based Selection

## INSTRUCTIONS TO BIDDERS

### 3. GENERAL INSTRUCTIONS TO BIDDERS

3.1. The Bidders can download this RFP from the website: <http://sportsauthorityofindia.nic.in> & CPP Portal website: <http://eprocure.gov.in/eprocure/app>. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as specified in Clause 2 of this RFP. **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 further.

#### **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 term of association shall be for 12 months (01 year) from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP whichever is later. SAI reserves the right to renew/extend the contract in writing for a period of another 01 year at the same price as finalised in this tender.

## 8. BID VALIDITY

8.1. The Bid shall remain valid for acceptance for a period of 180 days (One hundred eighty days) days from the date of opening of the bids as 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, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same.

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.

## 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 shall remain firm and fixed during the currency of the Contract and will not be subject to variation on any account.

## 10. EARNEST MONEY DEPOSIT

10.1. Bid Security/Earnest Money Deposit (EMD) has been replaced with Bid Securing Declaration as per Ministry of Finance, Department of Expenditure O.M. dated 12th November 2020.

10.2. However, all bidders are required to upload along with the technical bid, a duly signed and sealed copy of Bid Securing declaration as per Annexure V.

## 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 [ops-sai@gov.in](mailto:ops-sai@gov.in). 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	Full formal address of the organization including phone and email points of

		request	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 representatives of the interested Bidders 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 at least 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 SAI website: [sportsauthorityofindia.nic.in](http://sportsauthorityofindia.nic.in), and CPP portal of Government of India [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders are, therefore, advised to refer to 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.

**12.4.** Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Bidders and Acknowledgement Letter of bid submission at CPPP website: <http://eprocure.gov.in/eprocure/app>.

**12.5.** The Technical 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 5 & 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.

### 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.

- 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; and
  - v. Non-fulfilment of the eligibility criteria or minimum required score in eligibility and/ or 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.
- 13.1.1.1. **Conflict of Interest Among Bidders/Agents**-A bidder shall not have conflict of interest with others bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of purchaser's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder(s) may be considered to have a conflict of interest with one or more parties in this bidding process if;
  - a) they have controlling partner (s) in common; or
  - b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
  - c) they have the same legal representative/agent for purposes of this bid; or
  - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or



- e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assemblies from one bidding manufacturer in more than one bid.
- f) a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid;
- g) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

**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 180 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 email/ 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.
- 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 email/ 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 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 bid from the bidder with the highest average turnover in the last 03 financial years ending March-2020, 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 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 (if, any).
- 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 15 (fifteen) days of entering into the Service Agreement with SAI, furnish an irrevocable bank guarantee 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, entitling SAI to enforce other remedies as may be available to SAI.
- 16.2.** The Performance Security in the form of Bank Guarantee or other valid formats like Fixed Deposit/Demand Draft/ 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  
Andhra Bank Account No: 108510100032325  
IFSC No. ANDB0001085  
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 180 (one hundred and eighty) 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.** SAI intends to do a phase-wise implementation of the project. The phases and requirements may evolve over time. The tentative plan with detailed scope of work during this period is mentioned in Annexure I, however, exact timeline will be discussed and finalized during contract signing.
- 17.2.** The term of association shall be for 12 months (01 year) from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP whichever is later. SAI reserves the right to renew/extend the contract in writing for a period of another 01 year at the same price as finalised in this tender. The resources with proper qualifications as required by SAI should be deployed within 20 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 Clause 5 of 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.
- 18.3. The Clause 5 of Annexure I lists the minimum number and credentials of the key resources required for the successful implementation of the project. However, the Bidder shall account for any additional resources to be positioned for successful and timely completion of the project.
- 18.4. SAI reserves the right to interview all the proposed resources before accepting deployment in the project.
- 18.5. Bidder shall use commercially reasonable efforts to ensure it retains the services of its Key resources, including provisioning of competitive compensation, benefits and other conditions to its Resources to incentivize them to remain in Bidder's employment.
- 18.6. Bidder shall not make any changes to the composition of the Key resources and not require or request any member of the Key resource to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from SAI that would have the same effect):
  - o Unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
  - o Without SAI's prior written consent.
- 18.7. In case the resource has resigned then the bidder must inform within one week of such resignation.
- 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 10 days, subject to reasonable extensions requested by Bidder to SAI.
- 18.9. Before assigning any replacement member of the Key Resources to the provision of the Services, Bidder shall provide SAI with:
  - o Curriculum vitae and any other information about the candidate that is reasonably requested by SAI; and
  - o An opportunity to interview the candidate.
- 18.10. The bidder must provide replacement resource who score at least the same marks/possess the same experience and qualifications as the resource proposed originally along with RFP.
- 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 list of existing Call Centre Infrastructure available with SAI is given at Annexure I,4.1.6 and will be handed over to the service provider on As Is Where Is basis. Any extra equipment required by the service provider, including any required replacement of existing IT Equipment, to make the call centre functional would be the responsibility of the service provider. The service provider should arrange for all requirement/equipment to establish and make the call centre fully functional; Further the service provider should enter into an AMC contract for all existing IT equipment during the contract period.
- 18.15. The Bidder will immediately provide for replacement of resources in the event if SAI is not satisfied with the resource.

**19. TERMS OF PAYMENT**

- 19.1. The payment will be made as mentioned below, after satisfactory completion and acceptance of the required documents to be submitted as defined in Clause 7 of Annexure I. The invoices should be submitted along with satisfactory completion certificate from concerned authorities.

<b>Payment Schedule</b>	<b>Milestone/ Deliverables</b>
<b>Quarterly Payment</b>	<b>25 % of Annual operational charges + Manpower cost incurred in the quarter at actual</b>

- 19.2. Time and quality shall be the essence of the contract.

- 19.3. Any delay incurred from the part of service provider against the above defined timelines will not be considered for payment by the purchaser. Such payments will attract penalty as per Clause 21. In no circumstance, any payment excess to the contractual obligation will be made to the service provider.
- 19.4. Service Provider should furnish details of the location from where they are going to raise their Bills / Invoices to SAI.
- 19.5. Service Provider must raise their Bills / Invoices in the name of SA. Bills will be processed only after receipt of confirmation of satisfactory performance/completion certificate from the concerned authorities regarding each quarter/phase.
- 19.6. 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.
- 19.7. 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.
- 19.8. Service Provider has to take all overhead costs into consideration while submitting the bid.

## **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 service provider may subcontract part of the Services to an extent and with such firms/Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the service provider shall retain full responsibility for the Services.

- 20.6.** SAI is under no obligation to declare the Bidder quoting the lowest Fees as the successful Bidder. The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract as defined in Clause 14 of this document.
- 20.7.** The service provider shall maintain and provide, at its own expense and to the reasonable satisfaction of SAI, such offices and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of work.
- 20.8.** 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.
- 20.9.** 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 at New Delhi shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and SAI.
- 20.10.** It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. 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. This service provider cannot be taken over/bought over by another company, except with the prior written approval and terms and conditions of SAI and subject to the condition that all the obligations and execution responsibilities under the agreement with SAI, should be passed on for compliance by the new company in the negotiation for their transfer. Further, the Lead member cannot be changed except with prior written approval of SAI. Any such change should be brought to the notice of SAI within 30 days of such change. In case of non-compliance, the award/ bid process shall be terminated with immediate effect. 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.
- 20.11.** The service provider must monitor and deploy sufficient skilled manpower as defined in Manpower Requirement 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.
- 20.12.** The service provider has to ensure proper deployment of resources at site during all phases and the deployment plan should be approved by the purchaser in advance.
- 20.13.** It will be responsibility of the service provider to ensure and verify the educational qualifications and experience of the resources deployed in SAI.
- 20.14.** The service provider shall be responsible for ensuring timely payment to the resources deployed in the project and complying to all laws of the land including statutory liabilities

while doing the same. Service Provider shall be required to adhere to statutory requirements as per the labour laws & abide by the Minimum Wages Act and other related laws, failing which, necessary action will be initiated against the Service provider. However, the prices quoted by the Bidder shall remain firm and fixed during the currency of the Contract and will not be subject to variation on any account

- 20.15.** The service provider is required ensure the availability of Manpower as mentioned in Clause 5 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.** SAI reserves the right to impose the penalty, subject to a maximum of 10% of quarterly amount payable, in case the Service Provider fails to commence/execute the work as stipulated in the Service Level Agreement(s) defined Clause 6 of Annexure I or does not meet the statutory requirements of the contract.
- 21.2.** If no compliance continues 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 such type of tender and his Performance Security may also be forfeited / invoked, if so warranted.
- 21.3.** No Penalty will be imposed for delay attributable to SAI for reasons which fall within the definition of Force Majeure as per clause 28 of this RFP.
- 21.4.** The Purchaser will make payment after necessary deductions of penalty. Bidder shall follow the holiday calendar of SAI and leaves will be deducted on pro-rata basis, if the resources are proposed to be deployed on site as per deployment plan.
- 21.5.** For delay in service deliverables reasons not pertaining to selected bidder, the Purchaser shall take decision on extension of such timelines and levy of penalty. However, in the event SAI considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.
- 21.6.** For service delays, reasons not pertaining to the selected bidder, the Purchaser may consider extension of the service delivery timelines. The selected bidder shall highlight the delays in writing to the Purchaser.

## **22. TERMS AND CONDITIONS OF CONTRACT**

- 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 the 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.** In case of any attempt by the bidder to use pressure on SAI's decision making process, such Bidder(s) shall be disqualified from participation in the present RFP and those Bidders may be liable to be debarred from bidding for SAI's tenders in future for a period of 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 barring of the bidder from all Sports Authority of India tenders/RFPs for a period of maximum 10 (ten) years.
- 22.13.** Bidders are requested to share information which is true and based on some tangible proofs.

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

- 23.1.** Intellectual Property Rights for any software property and documents (including source codes, databases, documents, training manuals, course content etc.) Developed for this project shall 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 shall provide the source codes on Go-Live of the project. Any changes/ updates in the source codes done by the Bidder as part of the deliverables of the project during the contract period shall be provided to Purchaser as and when done. At the end of the contract period, final documentation shall be provided by the selected bidder to Purchaser with all updates and modifications failing which may lead to revoking the performance security by Purchaser.
- 23.4.** 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. HANDOVER**

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

## **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 represents 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/or blacklisting etc. Without incurring any liability to the affected bidder(s) on the ground of SAI/SAI/MYAS's action.
- 25.4.** The Bidder represents that no effort has been used by the Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing. Such an effort shall result in non-consideration / rejection of its Bid.

## **26. INDEMNIFICATIONS AND 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 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 (IPR) 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:

- a. Immediately in case the Bidder/Service Provider is in breach or fails to rectify the breach in the performance of its obligations hereunder. SAI may provide a notice to the Bidder to cure the defect within 30 (thirty) days, however failure to cure such defect within 30 days or within any further period as the SAI may have subsequently approved in writing, shall render the termination of the contract;
- b. In the event services of the Bidder are not satisfactory or up to the mark;
- c. If the Bidder/Service Provider becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement;
- d. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings
- e. If the Service Provider is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement;
- f. If the Service Provider submits to 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 Service provider may terminate the Service Agreement by giving a written notice of not less than sixty (60) days to SAI.

**27.3. Payment upon Termination:** Upon termination of Service Agreement, SAI shall make the proportionate payment for services satisfactorily performed by the Service Provider prior to the effective date of termination.

## **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 fulfill its contractual commitment and responsibility, SAI, New Delhi will notify the Successful Bidder accordingly and subsequent actions to be taken on similar lines as 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 a Successful Bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The award of the arbitrator will be final and binding on the parties to the Contract. The fees and the procedure of the Arbitration proceeding shall be in accordance with the prevailing policies of 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 case. The cost of Arbitration including the fees and expenses shall be shared equally by the parties, 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 Sai's 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 Court at 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.** SAI reserves the right to;

- i. 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;
- ii. 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.
- iii. 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.
- iv. 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 [ops-sai@gov.in](mailto:ops-sai@gov.in). 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: -

- i. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- ii. Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by 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 FOR SERVICES (TOR)

### 1. General

1.1 The Sports Authority of India, New Delhi (SAI) is an apex National Sports body set up in 1984 by the Ministry of Youth Affairs and Sports of Government of India for the development of sport in India. SAI also undertakes various promotional schemes at national level with the objective of promotion of Sports, Games and Fitness.

1.2 Through this RFP, SAI is inviting Online Bids from Service Providers having sufficient experience and credentials, to associate with SAI for providing Call centre Services, IT enabled feedback and monitoring system for various promotional schemes/ operational activities of SAI, Delhi.

### 2. Aims and objectives of Setting up Call Centre

2.1. The aim of selection of service Provider is to set up State of the art Call centre with deployment of required manpower as defined in this document and provide IT enabled feedback and monitoring system to effectively monitor various activities of SAI as defined below:

2.1.1. To maximize the reach of various Schemes/ activities undertaken by SAI (Not limited to but including 09 SAI Schemes, Fit India, School Certification and Khelo India)

2.1.2. To communicate and monitor various athletes/ participants/ beneficiaries enrolled/ related to various schemes regarding existing facilities, new schemes and other activities related to coordination.

2.1.3. To serve as grievance redressal system for all athletes/ participants/ beneficiaries related to SAI with properly defined Call Escalation Mechanism.

2.1.4. Creation, Operation and Maintenance of Database and Dashboard integrated with web application with features for :

- Storage and View databases w.r.t.centres/ coaches/ inmates
- User interface for adding/ deleting/ modifying information in databases,
- Integration of web application with cloud telephony solution

### 3. The Details about required Call Centre

2.1.	Type of Establishment	On site
2.2.	Type of Service Required	Manpower, Help desk Services for incoming calls, Software development and maintenance for grievance redressal system, MIS / Report Generation, Dashboard Maintenance.
2.3.	Location	JLN Stadium/ SAI Head Quarters Delhi
2.4.	Type of Calls	Inbound and Outbound
2.5.	Operational Time	08 AM-08 PM
2.6.	No. of Shifts	2
2.7.	Language Zone	All India
2.8.	Language	Multilingual
2.9.	Establishment	Maintenance of Existing Infrastructure and Daily Operations
2.10.	Manpower Requirement	Call centre Executives- 12 Nos. (6*2) Staff for O&M of dashboard- 2 Nos. (1*2) Supervisor for Call centre- 2 Nos. (1*2) Project manager for SAI- 1 Nos.

SAI reserves the right to revisit the no. of shifts and operational time of shifts as per operational requirement at its end.

#### 4. Scope of Services

4.1. The detailed scope of services to be executed by the service provider is defined below:

Sr. No.	Scope Item	Details
2.	<b>Operations of the Call Centre</b>	<ul style="list-style-type: none"> <li>Managing the shifts and day-to-day activities of the call centre</li> <li>Regular maintenance of the computer systems and the associated accessories for smooth operations of the call center</li> <li>Telephone instrument which support 4G SIM and</li> <li>SIM cards for call centre staff</li> <li>Headsets with noise cancellation</li> </ul>
3.	<b>Knowledge Management</b>	<ul style="list-style-type: none"> <li>The Call Centre Agency shall build a FAQ database / knowledge bank, and step by step workflow for day to day operations and for various schemes and any special cases in coordination with various divisions of SAI including Operations Division and other divisions handling various Schemes.</li> <li>It should maintain key features and financial norms of all schemes/projects undertaken SAI/ various divisions of SAI</li> <li>Call Centre Agency shall be required to provide &amp; update knowledge base &amp; FAQ database.</li> </ul>
4.	<b>Data Base Management</b>	<ul style="list-style-type: none"> <li>Creation, Operation and Maintenance of Database and Dashboard integrated with web application with features for: <ul style="list-style-type: none"> <li>➤ Storage and View databases w.r.t. centres/ coaches/ inmates</li> <li>➤ User interface for adding/ deleting/ modifying information in databases,</li> <li>➤ Integration of web application with cloud telephony solution</li> </ul> </li> </ul> <p>All the trainees as per details given should be mapped under specified centre/ region/ scheme along with the Nodal officer/ In charge responsible for them</p>
5.	<b>Cloud Server with CRM Interface and Cloud Calling</b>	<ul style="list-style-type: none"> <li>The bidder should arrange for cloud storage of the required data and database</li> <li>The maintenance of the cloud storage will be the responsibility of the bidder.</li> <li>The data base should be hosted on a cloud server with required storage and other specifications.</li> <li>It should have a web application and should be CRM enable with login for all call centre executive and for the users at buyer end for escalation and monitoring.</li> <li>Cloud server/databases should be integrated with cloud telephony solution with all incoming call routed through this system.</li> </ul>
6.	<b>Inbound Calls /Grievance Redressal system</b>	<ul style="list-style-type: none"> <li>Any Inbound call is to be linked with database (with existing database/ Creation of New profile)</li> <li>Queries are to be properly answered from the Knowledge Management Systems.</li> <li>Unanswered Queries and Grievances are to be dealt with following escalation policy:  Level I: Nodal Officer/ In charge should address the matter in 2 working days  Level II: Director (I/C)/ Centre I/C, RD shall ensure necessary action is taken in next 3 working days.  Level III: ED/Concerned Division I/C in SAI HQ shall ensure necessary action is taken in next 3 working days.  Level IV: Office of DG in SAI</li> </ul>

Sr. No.	Scope Item	Details
		<ul style="list-style-type: none"> <li>It will be the responsibility of Service Provider to ensure Proper escalation to each Level.</li> </ul>
7.	<b>Basic Requirements of Call centre (Hardware and Software)</b>	<ul style="list-style-type: none"> <li>Service Provider shall provision for Dialler and related hardware &amp; network components for running the Contact Centre operations.</li> </ul> <p><b><u>Call centre application:</u></b></p> <ul style="list-style-type: none"> <li>The software would maintain complete call history of all calls received at the call centre</li> <li>The customer service executive would be capturing all the relevant caller information in this for recording customer communication and should be integrated with required Buyer applications etc.</li> <li>The Service Provider shall provide Buyer with all the data of this application at the time of end of contract period.</li> <li>A unique id/ticket number shall be generated for all service requests, complaints and tracked till closure.</li> <li>SMS should be sent to customer mobile number displaying the unique id/ticket number.</li> </ul> <p><b><u>Automatic Call Distributor (ACD):</u></b> ACD distributes incoming calls to agents as they are received. It should have at least the following features:</p> <ul style="list-style-type: none"> <li>System should be able to intelligently route the callers to agents based on their availability to take calls on first come first serve basis.</li> <li>Standard features like Call Transfer, Conference, Barge in, Dialed Number Identification Sequence (DNIS), Automatic Number Identification (ANI), Caller Line Identification (CLI) etc.</li> <li>System should announce the queue waiting time for the caller before getting attended by an agent</li> <li>System shall support the ability to play customized announcements per queue as defined by the administration.</li> <li>Other Infrastructure, but not limited to, to be provided by Service Provider are: <ul style="list-style-type: none"> <li>➤ Call barging and recording software</li> <li>➤ Headsets for helpdesk personnel</li> <li>➤ Extension/telephone no. for helpdesk</li> </ul> </li> </ul> <p><b><u>IVR</u></b></p> <ul style="list-style-type: none"> <li>Receive all inbound calls on the telephone number specified/toll free number.</li> <li>Prompts the callers to make their selection(s)</li> <li>Identify customer for support intelligent call routing</li> <li>Ability to identify state and language based on originating number and IVR should communicate in the same language.</li> <li>Ability to direct the calls to a regional language speaking Call Centre Executive based on originating number.</li> <li>Include speech recognition engine in order to support and interpret multiple languages, especially English</li> <li>Text – to – speech capability must be supported for multiple languages including English and Hindi</li> <li>Provide an easy to configure system that enables the users to change the IVR tree with no hard coding</li> <li>Support messages scheduling</li> <li>The IVR solution must be capable to capture usage details of each customer as the customer traverses through a call. The IVR solution should have an interface through which usage details can be shared with other solutions.</li> </ul>



Sr. No.	Scope Item	Details
		<ul style="list-style-type: none"> <li>• The IVR must integrate with the rest of the proposed solution to provide seamless call centre performance</li> <li>• Service provider shall configure and implement the IVR product and dialler along with any required third-party solutions to meet Buyer's requirements.</li> <li>• Service provider shall design the IVR tree structure in consultation and with the approval of Buyer. Buyer may suggest changes and customisation in IVR tree structure from time to time, which the service provider shall execute within single working day at no additional c</li> <li>• There shall also be a provision of ignoring the IVRS and directly landing the call with Call Centre Executive</li> <li>• In case of additional language request from users the service provider should be able to configure the additional language in the IVR.</li> <li>• Service provider should be able to configure important messages/advertisements on IVR free of cost during the waiting period. The content and time period for such messages/advertisements shall be decided by Buyer.</li> </ul> <p><b><u>Computer Telephone Integration (CTI)</u></b></p> <ul style="list-style-type: none"> <li>• Should be able to integrate with call centre solution</li> <li>• It may be interfaced with the Core system of Buyer so send/receive data which needs to be populated (as in when developed). Buyer will give read access rights to service providers for its current Core business solution (if any)</li> <li>• Ability to generate service requests and register grievances</li> <li>• On transferring the call to another Call Centre Executive, the screen too should be transferred to that Call Centre Executive 's screen.</li> <li>• The CTI must be capable of activating the fast dialling feature of the business system</li> <li>• Call events should be handled from the system such as hold, retrieve hold, conference, transfer etc.</li> <li>• Should have feature required for enabling Work from Home due pandemic/ other scenarios accepted by SAI.</li> </ul> <p><b><u>Toll Free Number:</u></b></p> <ul style="list-style-type: none"> <li>• Service Provider shall purchase the two toll-free numbers, in the name of the Buyer.</li> <li>• Service provide shall/ make reasonable efforts to retain the existing toll-free nos. of SAI.</li> <li>• Both the numbers should be accessible from anywhere in India and from other network Call Centre Executives also. Customer should be able to dial these toll-free numbers from mobile as well as landline.</li> <li>• Service Provider shall provide the PRI line(s) to route the toll-free number(s)</li> <li>• The estimated outbound call/per day is 70 Calls per executive (3 mins per call) and the same should be part of the proposal</li> </ul> <p>The bidder should arrange for all other requirement to make the call centre fully functional; Further the bidder should enter into an AMC contract for all existing IT equipment during the contract period. The list of existing Call Centre Infrastructure with SAI is given below. Any extra equipment required by the service provider to make the call centre functional should be provided by the bidder/service provider.</p>

Sr. No.	Scope Item	Details			
<b>Hardware Items</b>					
1	Desktop (CPU)	16	Lenovo (Think center)		
2	Keyboard	16	Lenovo		
3	Mouse	16	Lenovo		
4	Monitor	16	Lenovo (16 Inch)		
5	GSM Phone Charger	16	FoR(GSM Fixed wireless)		
6	GSM Phone with SIM	16	FoR(GSM Fixed wireless (Duel SIM))		
7	Headset	16	Logitech(H151- Logitech )		
8	Laptop	2	Lenovo		
9	Laptop Charger	2	Lenovo		
10	USB Mouse	2	HP		
11	Printer	1	HP(LaserJet MFP M226dw)		
12	Water Purifier	1	Blue Star (Hot & Cold-water Dispenser)		
13	LED TV with Stand	2	LG 4 K Ultra HD Smart Tv (50 inch)		
14	MTNL Landline instrument	2	MTNL		
15	Wireless Headphone	1	Leaf Bass		
16	New Headsets	8	Logitech (H151- Logitech)		
17	Landline Batteries	16			
18	Landline Chargers	5	ERD		
19	Printer Refiller	2	HP		
<b>Furniture and Fixture</b>					
1	Seating Chairs Medium Back	49			
2	Storage Low Height Unit	5			
3	Micro wave and Coffee machine Stand shelf/Cupboard	1			
4	Sofa Set 3 seater	2			
5	Sofa Set 1 seater	4			
6	Centre Table for Sofa	2			
7	Centre Table 4" * 2"	2			
8	Conference Table 12 Person seating	1			
9	LG Convection Oven 21 LTR	1			
10	Tea & Coffee Vending Machine	1			
11	White Board	1			
12	Electric Kettle	1			
13	L Shape Cabinets	2			
8.	<b>Reporting Requirement</b>	<ol style="list-style-type: none"> <li>1. Bidder should have proper system in place for Query Management and reply to queries. Maintaining required data base and keeping them informed on incoming events through SMS/voice calls.</li> <li>2. One of the main objectives of this program is not only to run a call centre but also to collect information and present it further to the Buyer and concerned departments.</li> <li>3. The Call Centre Solution shall be equipped with extensive reporting capabilities to generate various reports based on Buyer requirement.</li> <li>4. The user interface for reporting tools shall be online and GUI based. This will enable Buyer to achieve better quality of services to resident citizens.</li> <li>5. The data analytics tool shall play a key role in achieving the program objectives and hence analytics should (but not limited to) generate reports based on functional requirements of the project.</li> <li>6. Call Centre Agency shall be required to build the required MIS/Dashboard as required by Buyer.</li> <li>7. Suitable reporting software should be available to generate standard report formats to measure/verify various SLAs, for monitoring the performance of agents, etc. and the reports should be available real time to the purchaser.</li> <li>8. Reports should also be available as "On-Screen Reports" with the capability of exporting it to any user defined format such as word, excel pdf, etc. &amp; print and email feature.</li> </ol>			

Sr. No.	Scope Item	Details
		<p>9. The Service Provider and Buyer will mutually agree on the format of the reports to be submitted by the Service Provider to the Buyer. If the Buyer requests the Service Provider to provide customized reports, the Service Provider will provide customized Real Time reports at no cost to the Buyer:</p> <ul style="list-style-type: none"> <li>▪ Reports based on time period (Call centre Executive, Outbound, Inbound)</li> <li>▪ Type of grievances/queries/demand/analysis</li> <li>▪ Repeat request or complaints analysis</li> <li>▪ Call waiting time</li> <li>▪ Lost calls</li> <li>▪ Call time (Average Talk Time/Hold Time/Handle Time)</li> <li>▪ Hourly call details</li> <li>▪ Outbound report (Outbound Call Volume &amp; durations)</li> <li>▪ Complaints pending for more than defined time period</li> <li>▪ Calls Handled</li> <li>▪ Abandoned Call Rate</li> <li>▪ Delay Before Abandon (Average/Longest)</li> <li>▪ Staffing related Report</li> <li>▪ Other monthly MIS, SLA reports, number of agents logged in</li> <li>▪ Any other report as requested by the Buyer</li> </ul> <p>10. Reports should also be able to provide Real time insights in to following:</p> <ul style="list-style-type: none"> <li>• <b>Outbound Reporting</b></li> </ul> <p>Summary of the outbound dialling for the day or for a set of period (Day, Weekly, Monthly, Half Yearly and Yearly) The sections will show:</p> <ol style="list-style-type: none"> <li>a. The number of calls placed for a specific day along with the average length of a call.</li> <li>b. The number of dropped calls, the average length of a dropped call and the percentage of dropped calls out of the number of answered calls for the campaign for the day, along with the total of calls answered for the Drop Rollover group in the campaign.</li> <li>c. The total number of No-Answer calls (NA) and the percentage of NAs for total number of calls placed for the day.</li> <li>d. Who hung up the phone when it went on-hook, or, for calls that were never answered, the reason for termination (outbound, NO ANSWER and for inbound, ABANDON and QUEUE TIMEOUT).</li> <li>e. Details on the statuses of the disposition calls within the selected periods. Description, number of calls, and the total time and average time of the calls totalled for each status can be set.</li> <li>f. Lists that were called and how many calls were placed from each list.</li> <li>g. The user IDs and names of all of the agents for a specific day. Shows the number of calls and total talk time of the calls along with their average talk time for the day per call, along with the average time in between calls</li> </ol> <ul style="list-style-type: none"> <li>• <b>Inbound Reporting</b></li> </ul> <ol style="list-style-type: none"> <li>a. This will show the breakdown of the basic call handling stats across the user-selected multiple in-groups</li> <li>b. Total and average queue time for calls – the wait time before callers either hang up or are sent to an agent.</li> <li>c. Custom indicators, which show different percentages for different inbound metrics like answered calls out of total calls.</li> <li>d. The breakdown in seconds of the hold and drop calls as to how long</li> </ol>

Sr. No.	Scope Item	Details
		<p>the caller was on hold before the call was dropped or answered.</p> <p>e. The call answered time and percent breakdown will show the number of calls and percentage of calls broken down across the same time frame stated before.</p> <p>f. The custom status breakdown shall be a chart showing tallies of the initial queue position of all calls in the selected in-groups when they came into the in-group queue.</p> <p>g. Reports can be downloaded for Day, Weekly, Monthly, Half Yearly and Yearly</p> <p>11.The bidder will have to submit weekly reports as per approved format to Operations Divisions, SAI.</p>
9.	<b>Web Application</b>	<p>SAI will hand over the following code and data available with SAI,as received from the existing service provider to the new on boarded service provider:</p> <ul style="list-style-type: none"> <li>• Web application which is developed in PHP (Code Ignitor Framework) with My SQL database.</li> <li>• Application needs LINUX server. All details related to server configuration.</li> <li>• Full web application source code and database as it is.</li> <li>• Web application is integrated with Third party cloud telephony call center with APIs.</li> <li>• Details of the Toll-free Number and other Nos which are required to run the call centre. (Charges in this regard are to be borne by the service provider)</li> <li>• SMS and Email APIs details, if they are in use.</li> <li>• The Trainee Manual how to operate web application.</li> </ul> <p>The new serviceprovider will have complete responsibility to make the web application functional and make required changes/modifications to the existing framework and maintain the same throughoutthe contract period. The responsibilities include (not limited to):</p> <ul style="list-style-type: none"> <li>• Configure application at their own server and take the responsibility of server maintenance and downtime.</li> <li>• 24*7 support for the server required, there should be minimum or No downtime while call centre operations (8AM – 8 PM)</li> <li>• The IT support Staff should be available on site to handle application glitches.</li> <li>• Agency will require to handle all APIs related to cloud telephony call center, so that agent can easily connect through CRM and Admin can get regular update call logs.</li> <li>• Agency need to take care of Toll-free No and other Nos which are using to operate call center seamlessly.</li> <li>• Agency will handle all the communication related to any third-party integration and will be responsible for the same.</li> <li>• Agency will responsible for any rectification in web application if any bug or error occurs and for required modifications to the same on request of SAI.</li> </ul>

Sr. No.	Scope Item	Details
10.	Resource on-boarding and training	<ul style="list-style-type: none"> <li>Service provider shall select &amp; deploy the skilled and qualified manpower as required for running the Call Centre.</li> <li>Considering the nature of the services, training is an important aspect of Buyer business process. The Service provider should make arrangements for imparting proper training in soft skills; call handling, exposure to related application so as to prepare the Call Centre Executive to answer different types of queries, and on other aspects of Call Centre services.</li> <li>The service provider should ensure that all the Call Centre Executive s are put on actual duty only after providing them proper training on at least the following areas:</li> <li>Note: For such training sessions, arrangement of logistics, travel, etc. for shall be the responsibility of the service provider.</li> <li>Buyer shall assist service provider in preparing training material (which can be further customised) for business related trainings.</li> <li>Buyer, at its discretion, may provide refresher training to the Team Leaders as a part of train the trainer methodology. The service provider needs to ensure that their Team Leaders provide further in-house refresher training to Call Centre Executive s.</li> </ul>

SAI will handover existing air-conditioned space with internet connectivity for the operation of the call centre including IT and General infrastructure mentioned at 4.1.6. on As Is Where Is basis. Also, SAI will hander over the source code and database (as mentioned in 4.1.8) related to existing web application as received from the existing service provider to the new service provider. Any further, expenditure incurred on making the call centre operational should be borne by the selected service provider.

### 5. Required Manpower Deployment

The project would essentially require a definitive team Call centre Executives, Staff for O&M of dashboard, Supervisor for Call centre, Project manager. The required team deployment in call centre and the minimum required qualification of each resource is defined below:

Sr. No.	Category of Manpower	No. of Manpower (Total for 2 shifts)	Minimum required Qualification and Experience	Roles and Responsibilities
1.	Call centre Executives	12	Any Graduate with Minimum One year of Call centre Experience <ul style="list-style-type: none"> <li>Able to communicate confidently and politely, with good speaking skills</li> <li>Proficiency to read and write in any one of the languages as required by Buyer including English.</li> <li>Should have resources to cater to regional languages like Tamil, Telugu, Kannada, Malayalam, Assamese, Bengali</li> </ul>	<ul style="list-style-type: none"> <li>Answer incoming calls and respond to trainees/ inmate's emails</li> <li>Record trainees/ inmate's complaints/ opinion, if any</li> <li>Identify and escalate issues to supervisors</li> <li>Route calls to appropriate resources</li> <li>Document all call information according to standard operating procedures</li> </ul>
2.	IT Staff for O&M of dashboard	2	Graduate in Engineering/IT with Minimum 02 years of Experience in Web applications involving	<ul style="list-style-type: none"> <li>Maintain database and make entries in required format.</li> <li>Generate reports in required format.</li> </ul>

Sr. No.	Category of Manpower	No. of Manpower (Total for 2 shifts)	Minimum required Qualification and Experience	Roles and Responsibilities
			dashboard maintenance/ similar works	<ul style="list-style-type: none"> <li>Maintain Dashboards.</li> <li>Make changes/ modifications to the database structure/ dashboard</li> </ul>
3.	Supervisor for Call centre	2	<p>Any Graduate with Minimum Three years of Call centre Experience</p> <ul style="list-style-type: none"> <li>Able to communicate confidently and politely, with good speaking skills</li> <li>Proficiency to read and write in any one of the languages as required by Buyer including English.</li> </ul>	<ul style="list-style-type: none"> <li>Manage the team of Executives in a shift.</li> <li>Ensure adherence to Standard Operating Procedures</li> <li>Ensure required Escalation as per defined Timeline</li> <li>Ensure Documentation of all call information.</li> </ul>
4.	Project manager	1	<p>Any Graduate with Minimum Five years of Project Management Experience</p> <ul style="list-style-type: none"> <li>Experience in project implementation and co-ordination with state/ central government departments/autonomous bodies/PSUs</li> <li>Should have experience of working directly with client to ensure deliverables</li> </ul>	<ul style="list-style-type: none"> <li>Managing development, implementation and administration of the Call Centre</li> <li>Collecting, consolidating and analysing reports to support effective decision making</li> <li>Responsibility for the overall project management function, providing leadership coordination and management of all processes and functions for the call centre and IT based feedback system</li> <li>Report and escalate issues to management as needed for effective implementation of sports schemes of SAI</li> <li>Ensure staff availability and proper work allocation</li> <li>Coordinate with SAI and other stakeholders for the flawless operation of call centre</li> <li>Other duties as directed as per requirements of the project</li> </ul>

**Deployment for each quarter should be approved in advance by the purchaser and the manpower cost will be a payable at actuals as per deployment.**

#### **6. Service Level Agreement (SLA)**

S No,	Performance Criteria	Definitions	Period	Target	Penalty
1	Average Call Response Time / Average Speed of Answer (ASA)	Average call response time: Average time taken by callers waiting in a queue to be attended by a Call Centre Executive.	Quarterly	80% of incoming calls within 30 seconds	0.25% of the value of total Manpower cost payable per quarter for non- compliance to the service levels for every percentage below the expected levels of services.
2	Average Handle Time	Average call handling time, (This is the average	Quarterly	Not more than 200 seconds	0.25% of the value of total Manpower cost payable per

S No,	Performance Criteria	Definitions	Period	Target	Penalty
	(AHT) Inbound Outbound/ Call back	amount of time during which Call Centre Executive s work with callers, including actual talk time, hold time and after call work / wrap up time)			quarter for non- compliance to the service levels for every percentage below the expected levels of services.
3	Abandoned Call Rate (%)	Abandoned call rate (%) is the percentage of calls abandoned in the Call Centre Executives queue	Quarterly	Less than 5 %	0.25% of the value of total Manpower cost payable per quarter for non- compliance to the service levels for every percentage below the expected levels of services.
4	System Availability	The Call center system availability must be over 99%. This will be calculated on quarterly basis.	Quarterly	> 99% monthly	1% of the value of total Manpower cost payable per quarter for non- compliance to the service levels for every percentage below the expected levels of services.
5	New report generation/ change in existing report/Dashboa rd/Database structure	Any changes in the reports/ Dashboard /Database structure will be done by Call Centre Agency in 10 working days	Quarterly	10 days from receipt of request	The changes in software/ CRM/ workflow need to be implemented in the agreed timeline. Rs. 2500 for every additional day beyond the target, to be deducted from Quarterly Payment.
6	Establishment of Call centre and Manpower deployment	Establishment of Call centre and Manpower deployment at SAI	One time	20 days from the receipt of Notification of Award	0.5% of the value of total Establishment cost payable.

*\* Parameters 1-4 will be evaluated as per the Real time reports generated.*

## **7. Obligations of SAI**

SAI will provide sufficient air-conditioned space with internet connectivity for the operation of the call centre including IT and General infrastructure mentioned at 4.1.6. on As Is Where Is basis. Also, SAI will hander over the source code and database (as mentioned in 4.1.8) related to existing web application as received from the existing service provider to the new service provider. The service provider should handover the same to SAI after completion of Contract.

## 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
1	<b>Bid Securing Declaration</b>	Scanned copy of Signed and Stamped Bid Securing Declaration Form as per <a href="#">Annexure V</a> .
2	<b>Bid Submission Form</b>	Scanned copy of Signed and Stamped Bid Submission Form as per <a href="#">Annexure IV</a> .
3.	<b>Pre-Qualification Documents</b>	<b>As Mentioned in Clause 1 of <a href="#">Annexure III</a>.</b>
a	<b>Legal Entity</b>	1. Copy of Certificate of Incorporation, Partnership Deed etc... 2. Copy of Registration Certificates with the GST & IT(PAN) Authorities.
b	<b>Turnover and Positive Net worth</b>	Certificate by Statutory Auditor/ Chartered Accountant stating turnover and net positive worth in required financial years as per <a href="#">Annexure VIII</a> .
c	<b>Relevant Experience</b>	<a href="#">Annexure VII</a> along with Work Order + Completion Certificates/ payment proof from client /certification from a Chartered Accountant certifying the claim required for each project
d	<b>Fit and Proper Person</b>	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.
4.	<b>Technical Evaluation Documents</b>	
a	<b>Relevant Call Centre Experience</b>	<a href="#">Annexure VII</a> along with Work Order + Completion Certificates/ payment proof from client /certification from a Chartered Accountant certifying the claim required for each project
b	<b>Availability of Experienced Manpower / Call Centre Seats</b>	Certificate from HR department of the firm confirming the availability of manpower on the firm's payroll and details of current deployment.
c	<b>Quality of Manpower for the Project</b>	<ul style="list-style-type: none"> <li>CVs as per format at <a href="#">Annexure IX</a> along with undertaking from the resource regarding availability to undertake the assignment.</li> <li>CVs of Key Resources i.e., Project Manager, 1 IT Staff, 1 Supervisor and Call centre executives whose credentials are required for evaluation as per criteria defined in Annexure III are to be submitted along with bid.</li> <li>Remaining manpower shall be deployed by the bidder as per terms of the RFP.</li> </ul>
d	<b>Technical Presentation (Approach &amp; Methodology and Transfer of Knowledge)</b>	The presentation should be submitted along with the proposal in pdf format and if necessary and if the situation permits the service provider shall be asked to formally present the same through online medium or in person.



Sl. No.	Criteria	Document to be submitted online
5.	<b>Financial Bid</b>	As per format at Annexure XI, Price Bid Format. To be uploaded only in the Price Bid Section of CPP Portal.
6	<b>Authorized Signatory</b>	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 <a href="#">Annexure VI</a> )
7.	<b>Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments</b>	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.

**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	<ol style="list-style-type: none"> <li>1. Bidder should be a registered legal entity recognised under the legal statute of the country including any Company, Partnership firms/LLP</li> <li>2. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status</li> </ol>
2.	Turnover	The bidder should have an average annual turnover of at least <b>INR 2Cr.</b> over last three financial years ending FY 2019-20.
3.	Positive Net worth	The net worth of the Bidder firm should not be negative on March 2020 and should have not eroded by more than 30% (thirty percent) in the last three years, ending on March 2020.
4.	Relevant Experience	<p>The bidder should have prior experience in successfully executing <b>at least 01</b> Call Centre Project with a <b>Minimum Total Contract value</b> of INR 1.5 Cr. Call Centre project in last 03 Financial years ending March 2021.</p> <ul style="list-style-type: none"> <li>• Ongoing project where the bidder has received payment for more than 1.5 Cr. Will be considered for evaluation on submission of relevant Payment proof.</li> </ul>
5.	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 is still existing;
- e. Absence of any disqualification as specified below:
  - 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;
  - 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;
  - 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;
  - 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;
  - 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;

- The Bidder should have no conflict of interest of any known kind for participating and completing the contractual obligations of this RFP and declares to ensure Code of Integrity in Public Procurement (CIPP) at all stages of this procurement.
- The bidder should not have been blacklisted/ barred by any State/Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government for breach of Contractual Conditions as on bid calling date.

**Note:** Documentation required against each criterion is detailed in Annexure II, Clause 4.

## 2. EVALUATION CRITERIA

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

S. No.	Component	Description	Maximum Marks	Sub Marks
1.	Average Annual Turnover in Last 03 Financial Years	<b>An Average Annual Turnover in the last 3 audited Financial Years ending March-2020:</b>	5	
		<ul style="list-style-type: none"> <li>• 2 Cr. and above - but less than 05 Cr. – 2Marks</li> </ul>		
		<ul style="list-style-type: none"> <li>• 5 Cr. and above - but less than 10 Cr. – 4 Marks</li> </ul>		
		<ul style="list-style-type: none"> <li>• 10 Cr. and above – 5 Marks</li> </ul>		
2.	Relevant Call Centre Experience	<b>Experience in successfully executing Call Centre projects in last 05 Financial years ending March 2021: (A maximum of 4 projects will be considered for evaluation)</b>	20	
		<ul style="list-style-type: none"> <li>• Call Centre Project with a Total Contract value greater than INR 1.5 Cr and &lt;= 3 Cr. – 5 marks per project.</li> <li>• Call Centre Project with a Total Contract value greater than 3 Cr. – 7.5 marks per project.</li> </ul> <p>From the above eligible projects extra marks will be awarded per project based on the below relevant nature of that project:</p> <ul style="list-style-type: none"> <li>○ Extra 2.5 Marks for project related to Sports Domain.</li> <li>○ Extra 2.5 Marks for project involving establishment of Project related IT and general infrastructure at Client site.</li> <li>○ Extra 2.5 Marks for project involving development and maintenance of dashboards and user interface along with integration of Web application`</li> </ul> <p>Note 1: Ongoing projects with min. contract value as above will be considered for evaluation, only if the call centre in such projects have been successfully operational for a period more than 1. year (Satisfactory certificate should be produced from Client in this regard)</p> <p>Note 2: Maximum marked allotted to a bidder under this criterion will be 20 Marks.</p>		

S. No.	Component	Description	Maximum Marks	Sub Marks
3.	Availability of Experienced Manpower / Call Centre Seats	<b>No. of Call centre seats operated by the bidder across the country as on the date of bid submission.</b>	<b>10</b>	
		5-10 Seats- 4 Marks		
		11-20 Seats – 8 marks		
		21 or More Seats- 10 Marks		
4.	Quality of Manpower Proposed for the Project	<b>Project manager</b>	<b>12.5</b>	
		Minimum Qualifications and Experience as defined in Annexure I Clause 5.4		5
		Experience in working with/leading a Call centre project related to Sports Domain.		2.5
		Experience in supervising, leading and managing 8 or more junior staff members.		2.5
		Experience of working with/leading a Call centre project involving development and maintenance of dashboards or Application development.		2.5
		<b>Supervisor for Call centre</b>	<b>10</b>	
		Minimum Qualifications and Experience as defined in Annexure I Clause 5.3		5
		Experience of managing a team of more than 5 Members in a Call centre.		2.5
		Experience of working with/leading a Call centre project involving development and maintenance of dashboards or Application development.		2.5
		<b>IT Staff for O&amp;M of dashboard</b>	<b>10</b>	
		Minimum Qualifications and Experience as defined in Annexure I Clause 5.2		5
		Experience of O&M of dashboard and data structures.		2.5
		Experience of integration of CRM software with Web application		2.5
		<b>Call centre Executives</b>	<b>12.5</b>	
		Call Centre Executives with Minimum Qualifications and Experience as defined in Annexure I Clause 5.1 and having Proficiency in any of the below regional language: <ul style="list-style-type: none"> <li>• Assamese</li> <li>• e</li> <li>• Bengali</li> <li>• Kannada</li> <li>• Malayala</li> <li>• m</li> <li>• Tamil</li> <li>• Telugu</li> </ul>		
		• <b>2.5 Marks per Call centre executive</b>		
5.	Approach & Methodology and Transfer of Knowledge	<b>Marks based on the technical presentation given/submitted by the bidder</b>	<b>20</b>	
		Understanding of Scope of services and conceptual planning of setting up and execution of call centre.		5
		Manpower Deployment Plan and availability of existing suitable manpower on the pay roll of the firm. (List of available manpower on company's pay rolls needs to be submitted along with declaration of availability from HR department of		5

S. No.	Component	Description	Maximum Marks	Sub Marks
		the firm)		
		Suitability of Proposed Cloud Calling Systems, Servers and CRM Software and compliance to Terms of Reference and proposed modifications to the existing Web Application and interface		5
		Exit Management/ Transfer of Knowledge and steps laid down for the same: <ul style="list-style-type: none"> <li>• Database</li> <li>• Knowledge Bank/ SoPs</li> <li>• Design elements/source code</li> </ul>		5

## ANNEXURE 'IV' | BID SUBMISSION FORM

To,  
Sports Authority of India.

**Sub:** "Selection of Service Provider for Call centre Services, IT enabled feedback and monitoring system for various promotional schemes/ operational activities of SAI, Delhi."

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 Service Provider for Call centre Services, IT enabled feedback and monitoring system for various promotional schemes/ operational activities of SAI, Delhi 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 180 (One Hundred and Eighty) days from the date of Bid opening 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 EMD or performance security without out 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 and declare that we have no conflict of interest of any known kind for participating and completing the contractual obligations of this RFP
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 and declare to ensure Code of Integrity in Public Procurement (CIPP) at all stages of this procurement.

- d. None of our full-time Directors is directly related 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' | BID SECURING DECLARATION FORM

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To

-----  
Sports Authority of India  
HO J.N. Stadium,  
New Delhi 110003.

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

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

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

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

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

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

Corporate Seal (where appropriate)



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

**(Note- Board resolution incase of company)**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms.....son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of .....as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Engagement with 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 50 (fifty) 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 and duration	
(v)	Location of Project	
(vi)	Contract Value	
(vii)	Narrative Description of the Scope of work of the assignment	
(viii)	Status of the assignment	

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et for each Eligible Project. Please mark each sheet as Annexure II(a), Annexure II(b), Annexure II(c)... for each different project.

- Please provide proof of eligible projects undertaken with a copy of Successful Completion Certificate attached from the Purchaser. In case Successful Completion Certificate is not available, copy of work order/copy of agreement along with bank statement in respect of the same countersigned by CA must be submitted. The submitted testimonial MUST contain detailed description of work (Scope of Work and TOR) carried out by the Bidder.

## ANNEXURE 'VIII' | ANNUAL TURNOVER

S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)
1.	2017-18	
2.	2018-19	
3.	2019-20	

**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 2019-20 is pending, provisional accounts certified by CA may be considered. Audited accounts and Report prior to 2016-17 will not be accepted.

**ANNEXURE 'IX' | FORMAT FOR CV**

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

**Education:**

<b>Name of Institution</b>	<b>Degree Obtained</b>	<b>Year of Obtainment</b>

**Countries of work experience:**

**Employment Record**

<b>Name of Organisation</b>	<b>Position Held</b>	<b>Duration</b>

**Total Work Experience (Relevant):** ..... (in years)

**Brief Write-up of overall experience:**

**Work Experience:**

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

**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.
- (iv)

### **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) Bidder should prepare the Bid Security as per the instruction specified in the tender document. The original should be **posted/couriered/given** in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (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

The format for uploading the price bid that will be uploaded in the CPP Portal.

Sl. No.	Description	Qty.	Rate (Excl. of Tax) in INR	Applicable Tax (GST) %	Total Quote (Incl. of Tax) in INR
			1	2	(= Qty* [(1) + [(1) *(2) %]])
<b>I</b>	<b>Operational Charges</b>				
1	Operations of Call centre including Antivirus and AMC for Computers and other monthly expenses	1 Ls			A1
2	Annual Operation & maintenance Support for telephony solution including annual PRI Operational Charges, annual Toll-Free No. Charges, annual Call Charges for inbound and outbound calls as defined in scope of work and annual cloud storage charges	1 Ls			A2
3	Annual charges for Development, required periodical Modifications, Operations and maintenance of Dashboard and records of database of all the centres/ coaches/ inmates	1 Ls			A3
4	Total Annual Operational Charges				A4=Sum (A1: A3)
<b>II</b>	<b>Manpower cost</b>		<b>Monthly Rate per resource (Excl. of Tax) in INR</b>	<b>Applicable Tax (GST) %</b>	<b>Total Quote (Incl. of Tax) in INR</b>
			1	2	(= Qty* [(1) + [(1) *(2) %]])
1	Call centre executives	12			B1
2	Staff for O&M of dashboard	2			B2
3	Supervisor for Call centre	2			B3
4	Project Manager	1			B4
	Total Annual Manpower cost				B5 = Sum (B1: B4) *12
<b>Total Cost for 1 year, Sf</b>					<b>A4+B5</b>

\*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 Contractor: \_\_\_\_\_
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 and Finalised Price;
  - (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 contractor 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: \_\_\_\_\_