

# Ref. No.01-23002(01)/3/2021-HO

# **REQUEST FOR PROPOSAL (LIMITED)**

# Hiring of Professionalsfor Khelo India Events

Date of Release: 11.02.2022

Last date of Submission: 03.03.2022

## **KHELO INDIA DIVISION**

SPORTS AUTHORITY OF INDIA (SAI)

1<sup>st</sup> Floor, SAI, HQ, JLN Stadium, Entry no 10, Lodhi Road, New Delhi

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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. INTRODUCTION

This RFP is in continuation to the Request for Empanelment (RFE) document for "Empanelment of Event Management Agencies to Conceptualize, Plan, Design, Organize, Produce, Coordinate, Direct, Manage, Execute and Deliver the main sporting events by Sports Authority of India" dated 21-02-2020and the subsequent empanelment of the agencies. The terms and conditions mentioned in the RFE are to be read along with this RFP.

This Request for Proposal (RFP) Document provides the relevant information as well as instructions to assist the prospective bidders ("Bidder") in preparation and submission of Bids.

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

## 2. LANGUAGE OF THE BID

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and Khelo India, 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.

## 3. CONTEXT AND BACKGROUND

The Khelo India - National Programme for Development of Sports was launched with a view to achieve the twin objectives of mass participation and promotion of excellence in sports. Under the component of "Annual Sports Competition" of Khelo India Scheme, 4 editions of Games have already been conducted as follows: -

- i. Khelo India School Games New Delhi, 2018
- ii. Khelo India Youth Games Maharashtra, 2019
- iii. Khelo India Youth Games Assam, 2020
- iv. Khelo India University Games Odisha, 2020

The Khelo India Games are conducted as per International standards in true spirit of the Olympic movement which aims at Creation of World class Sporting Culture in the country with the objectives as follows : -

- i. To create Inspirational Value amongst budding players in the country
- ii. To benchmark Technical Conduct of the game with International Standards
- iii. Create a platform for Talent Identification
- iv. To reduce Dropout at early age

## 4. DATA SHEET

1	Name of the Bid	Selection of Agenciesto Supply of Manpower for Khelo India				
		Events				
2	Time-period of Selection	1 Year				
3	Method of selection	Least Cost Selection among eligible bidders				
4	Bid Processing Fee	Not Applicable				
5	Earnest Money Deposit (EMD)	Rs 1,56,000/				
6	Financial Bid to be submitted	Yes				
	together with Technical Bid					
7	Name of the Authority's official	Director, Khelo India Secretariat,				
	for addressing queries and	Jawaharlal Nehru Stadium, New Delhi				
	clarifications					
8	Proposal Validity Period	180 days from Proposal Due Date				
9	Proposal Language	English				
10	Proposal Currency	INR				
12	Schedule of Bidding Process					
	Task	Key Dates				
	Bid upload date/time	11.02.2022				
	Last date of receiving queries	18.02.2022 at 11:00 AM				
	Pre-bid conference	18.02.2022 at 11:30 AMJoin Zoom Meeting				
		18.02.2022 at 11:30 AMJoin Zoom Meeting				
		18.02.2022 at 11:30 AMJoin Zoom Meeting https://us02web.zoom.us/j/86757015046?				
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	Pre-bid conference	18.02.2022 at 11:30 AMJoin Zoom Meeting https://us02web.zoom.us/j/86757015046? pwd=c3IJZDQrYkQxNERyYW44SUtRUkUyUT09				
	Pre-bid conference	18.02.2022 at 11:30 AMJoin Zoom Meeting https://us02web.zoom.us/j/86757015046? pwd=c3IJZDQrYkQxNERyYW44SUtRUkUyUT09 Meeting ID: 867 5701 5046				
	Pre-bid conference	18.02.2022 at 11:30 AMJoin Zoom Meeting https://us02web.zoom.us/j/86757015046? pwd=c3IJZDQrYkQxNERyYW44SUtRUkUyUT09 Meeting ID: 867 5701 5046 Passcode: 1234				
	Pre-bid conference Bid Start Date	18.02.2022 at 11:30 AMJoin Zoom Meeting <u>https://us02web.zoom.us/j/86757015046</u> ? pwd=c3IJZDQrYkQxNERyYW44SUtRUkUyUT09 Meeting ID: 867 5701 5046 Passcode: 1234 24.02.2022 at 9:00 AM				
	Pre-bid conference Bid Start Date Bid End Date	18.02.2022 at 11:30 AMJoin Zoom Meeting https://us02web.zoom.us/j/86757015046? pwd=c3IJZDQrYkQxNERyYW44SUtRUkUyUT09 Meeting ID: 867 5701 5046 Passcode: 1234 24.02.2022 at 9:00 AM 03.03.2022 at 11:00 AM				
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	Pre-bid conference Bid Start Date Bid End Date Opening of Technical Bids Opening of Financial Bid	18.02.2022 at 11:30 AMJoin Zoom Meeting https://us02web.zoom.us/j/86757015046? pwd=c3IJZDQrYkQxNERyYW44SUtRUkUyUT09 Meeting ID: 867 5701 5046 Passcode: 1234 24.02.2022 at 9:00 AM 03.03.2022 at 11:00 AM 04.03.2021 at 11:30 AM To be communicated				
13	Pre-bid conference Bid Start Date Bid End Date Opening of Technical Bids Opening of Financial Bid Issuance of Letter of Award (LOA)	18.02.2022 at 11:30 AMJoin Zoom Meeting         https://us02web.zoom.us/j/86757015046?         pwd=c3IJZDQrYkQxNERyYW44SUtRUkUyUT09         Meeting ID: 867 5701 5046         Passcode: 1234         24.02.2022 at 9:00 AM         03.03.2022 at 11:00 AM         04.03.2021 at 11:30 AM         To be communicated         To be communicated				

# 5. SCOPE OF SERVICES

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

S No	Type of Resource	Count	Experience and minimum qualification	Max. Remuneration (per month)	Roles & Responsibility
1	Resource Level 1	2	<ul> <li>Event Management Consultant (3-6 years of relevant experience)</li> <li>MBA / other relevant post graduate degree</li> </ul>	Rs. 1,00,000/-	<ul> <li>Supporting Khelo India in all activities as per scope of work and project requirement. These may include, but are not limited to:</li> <li>Overall responsibility of implementation of project in most efficient manner</li> <li>Oversee the project implementation by coordinating with all stakeholders</li> <li>Managing stakeholder expectations and ensuring their active participation in project implementation</li> <li>Provide regular report on Khelo India Games</li> <li>Interacting with SAI FA Heads and working on deliverables as per requirement.</li> <li>Oversee the function, management, planning, execution, verification &amp; reporting of Operations falling under the scope of the Event Management agency.</li> </ul>
2	Resource Level 2	5	<ul> <li>Management Consultant (more than 1 year and &lt;3 years of relevant experience)</li> <li>MBA / other relevant post graduate degree</li> <li>Good Knowledge of Computer- Windows and Microsoft office applications- Ms. Excel, Ms Word and MS Powerpoint</li> </ul>	Rs. 60,000/-	<ul> <li>Supporting Khelo India in all activities as per scope of work and project requirement. These may include, but are not limited to:</li> <li>Responsible for drafting detailed Scope of Work related to various Functional Areas (FA) for smooth conduct of various events held under Khelo India Scheme.</li> <li>Coordination with and collation of information from each Functional Area head for inputs into the corresponding FA for the RFP.</li> <li>Collating Inputs from the market &amp; historical data to calculate an estimate for execution of operations for event.</li> <li>Oversee the function, management, planning, execution, verification &amp; reporting of the project.</li> <li>Operations falling under the scope of the Event Management agency.</li> <li>Ensuringtimely delivery and</li> </ul>

S No	Type of Resource	Count	Experience and minimum qualification	Max. Remuneration (per month)	Roles & Responsibility
					<ul> <li>closure of the events.</li> <li>Responsible for creation and maintenance of Legacy of various events held under the umbrella of Khelo India Scheme in terms of Post event reports, Collation of data and information, compilation of documentaries etc.</li> <li>Closure of Games, verification of operations with proof &amp; Reporting in relation toGames.</li> <li>Support in drafting and/or review contracts and agreements and monitor legal.Obligations under agreements to ensure compliance.</li> <li>Overseeing Post-games operations includingrepository management &amp; payments to the vendors for the Games.</li> <li>Perform consulting services for management through participation in projects designed to introduce new and/or changing processes, products or facilities.</li> <li>Provide value added recommendation to mitigate both project and end state risks</li> <li>Any other work assigned by the reporting authority.</li> <li>Any other work required for smooth successful conduct of the Games.</li> </ul>
3	Resource Level 3	5	<ul> <li>Associates - Graduate with at least 1 year of relevant experience in administration and management of sports activities for a reputed organization</li> <li>Good Knowledge of Computer- Windows and Microsoft office applications- Ms. Excel, Ms Word and MS</li> </ul>	Rs. 30,000/-	<ul> <li>To work as Sports Specific Coordinators and coordinate with stakeholders such as participating NSF, SGFI, CBSE, AIU etc.</li> <li>Ensuringnomination of Athletes from NSFs, SGFI, AIU,CBSE as per nomination criteria.</li> <li>Ensuring timely entries from all States.</li> <li>Ensuring age verification and other documents are uploaded and are available for verification &amp; assist</li> </ul>

S No	Type of Resource	Count	Experience and minimum qualification	Max. Remuneration (per month)	Roles & Responsibility
			Powerpoint		<ul> <li>eligibility verification committee.</li> <li>Ensuring that athlete changing room and other athlete related spaces are made available for participating athlete.</li> <li>Ensuring timely start and conclusion of the event.</li> <li>Ensuring Time and Scoring Results equipmentisavailable as per requirement.</li> <li>Ensuring sports equipment and sports apparel are in place for athletes.</li> <li>Proper platform for athletes to appeal and address their concerns.</li> <li>Allocation of proper FOP for all the events.</li> <li>Ensuring medical requirements are in place before start of the games.</li> <li>Any other work as allocated by Functional Area Head.</li> </ul>
Tota	<u> </u>	12		Rs. 6,50,000/-	

## Note:

- a) Maximum Remunerationas indicated in above table shall include GST/ service charges / agency fee or any miscellaneous fee levied by the bidder.
- b) If required more manpower can be hired for project related matter but not necessary for entire period. All manpower will be hired in consultation with SAI.
- c) In case of replacement, the resource should be equally or more qualified and experienced than the resource being replaced.

## 6. ELIGIBILITY CRITERIA

This is a limited RFP floated for the participation of following Agencies that have been Empanelled by SAI under Empanelment of Event Management Agencies to Conceptualize, Plan, Design, Organize, Produce, Coordinate, Direct, Manage, Execute and Deliver the main sporting events by Sports Authority of India" dated 21-02-2020

## (i) M/s Cine Yug

- (ii) M/s Deepali Designs and Exhibits Pvt. Ltd.
- (iii) M/s DNA Entertainment Networks Pvt. Ltd.
- (iv) M/s E Factor Entertainment Pvt Ltd.
- (v) M/s Encompass Events Pvt. Ltd.

- (vi) M/s Ferris Wheel Entertainment Pvt. Ltd.
- (vii) M/s ITW Consulting Pvt. Ltd.
- (viii) M/s Max Publicity and Communications Pvt. Ltd
- (ix) M/s Meraki Communications Pvt Ltd.
- (x) M/s Percept Ltd.
- (xi) M/s Showtime Events India Pvt. Ltd.
- (xii) M/s Sports For All
- (xiii) M/s Sporty Trip Experience Pvt. Ltd.
- (xiv) M/s SV Edusports Pvt Ltd.
- (xv) M/s Thomas Cook (India) Pvt Ltd
- (xvi) M/s Twenty First Century Media Pvt Ltd.
- (xvii) M/s White Copper Pvt Ltd.

(xviii) M/s Wizcraft International Entertainment Pvt. Ltd.

# 7. PAYMENT TERMS

The Pay Scale as quoted by the agency would be used for the team proposed above and payments will be made as per person month calculations. Out of Pocket Expenses (OPE) will be reimbursed on actuals.

# 8. EARNEST MONEY DEPOSIT

- 8.1 Bid The bidders shall furnish along with its bid, Bid Security/Earnest Money Deposit (EMD) for an amount of Rs 1,56,000/-.
- 8.2 The Bid Security is required to protect SAI against the risk of the Bidder's unwarranted conduct as amplified under subsequent sections below. Non-submission of bid security will be considered as major deviation. Bid for the project without Bid Security will not be considered.
- 8.3 Bid security must be submitted to SAI before bid submission end date and time as mentioned in the Bid Schedule in clause 2 above.
- 8.4 In case as per Notification of Government of India, if the Bidder falls in the category of exemption of Bid Security, Bidder should furnish the relevant Notification along with required documents like valid Registration Certificate along with all other relevant documents. If no such notification or Registration Certificate along with relevant documents is furnished along with the bid, bid shall be treated as un-responsive and shall be summarily ignored without any further reference.

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

- a. Account Payee Demand Draft
- b. Banker's cheque
- c. Fixed Deposit (FDR)
- d. Bank Guarantee from any of the Commercial Banks
- e. Insurance Surety Bonds(OM No. F.1/1/2022- PPD Ministry of Finance, Department of Expenditure, Procurement Policy Division dated 02.02.2022)

f. Any online acceptable method (NEFT/RTGS) as per the following details (the bidder has to submit a copy of UTR No. in case the transaction is done by this method);

A/C NAME : SECRETARY, SAI (KHELO INDIA) A/C NO. : 108510100037232 BANK NAME : UNION BANK BANK BRANCH : J L N STADIUM, SPORTS AUTHORITY OF INDIA BUILDING CGO COMPLEX, NEW DELHI BRANCH CODE : 1085 IFSC CODE : UBIN0810851

- 8.5 Demand Draft/Bankers Cheque/FDR/BG from scheduled commercial bank drawn in favour of "SECRETARY (SAI), KHELO INDIA" payable at New Delhi are deposited in the office of KHELO INDIA, Room No. 5, 1st Floor, Ramp No 5, JLN Stadium, Lodhi Road on or before scheduled date given in this RFP.
- 8.6 The Bid Security shall be valid for a period of 45 days (forty-five days) days beyond the validity period of the Bid. As validity period of Bid as per clause 6 of this RFP is 90 days, the Bid Security shall be valid for 135 days from the date of opening of Technical Bid.
- 8.7 Bid Security of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than 30 (thirty) days after conclusion of the resultant Contract. Successful Bidder's Bid Security will be returned without any interest, after receipt of Security Deposit from that Bidder.

8.8 The EMD can be forfeited if an agency:

- a. Withdraws or amends or impairs or derogates its bid during the period of bid validity.
- b. Fails to accept orders issued in its favour for execution, and / or violates the terms and conditions of the contract after submission of the bid.
- c. Successfully gets qualified, but fails to sign the contract within the stipulated time.
- d. Without prejudice to other rights of SAI, if it fails to furnish the required Performance Security within the specified period.

# 9. BID VALIDITY

- 9.1 The Bid shall remain valid for acceptance for a period of 180 days (eighty days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.
- 9.2 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

# **10. BIDDERS QUERIES AND RESPONSES THERETO**

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

To,	To,						
Direc	tor (Khelo In	dia Secretariat	)				
Sport	s Authority	of India					
BIDD	ER'S REQUES	ST FOR CLARIFI	CATION				
Name subm	e of hitting reque	Organization st	Name & position of personFull formal address of the organ including phone and email points of co Tel:Tel:			ing phone and email points of contact.	
SI.	Bidding	Document	Content	of RFP	re	Email:	Points of Clarification required.
No.	Reference(s	s) (Clause	clarificatio			448	
1							
2							

- 10.2 A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with Khelo India in writing. Khelo India will respond in writing to such request in pre-bid conference as per the bid schedule. All enquiries should be sent to Khelo India through email only. Khelo Indiashall not be responsible for ensuring that Bidder's enquiries have been received by them. Khelo India will endeavour to provide a complete, accurate, and timely response to all questions to all the Bidders. However, Khelo India makes no representation or warranty as to the completeness or accuracy of any response, nor does Khelo India undertake to answer all the queries that have been posed by the Bidders. All responses given by Khelo India 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.
- 10.3 Khelo India 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. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder's queries, together with proposed solutions. Khelo India shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The meeting link shall be provided to the Bidders one hour prior to the scheduled meet.
- 10.4 Within reasonable time period from the Pre-Bid Conference, Khelo India will issue responses to all of the bidders' written queries, together with any other revised documents (if required)

## Amendments to Bidding Documents:

- 10.5 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.
- 10.6 Such an amendment will be uploaded on SAI website: sportsauthorityofindia.nic.in, and CPP portal of Government of India www.eprocure.gov.in. Bidders are, therefore, advised to refer to SAI website and CPP portal before submitting bids.

# **11. BID EVALUATION**

The bid evaluation shall be done in two parts

# 11.1 TECHNICAL EVALUATION

The selection of Agency shall be made on Pass Fail method wherein evaluation will be based solely on technical criteria as given hereunder.All the bidders who score more than or equal to 70 marks shall qualify for opening of financial bids

S.	Evaluation Criteria	Maximum	Total
No.		Marks for each	Maximum
		Resource	Marks
1	Resource Level 1 (Event Management	15 Marks	30 Marks
	Consultant)- The proposed resource must meet		
	the minimum qualification criteria stated in		
	Clause 5 of this RFP.		
	2 CVs to be submitted. Each CV shall be evaluated		
	as per the following criteria:		
	3 Years of Experience – 10 Marks		
	and		
	1 mark for each year of additional Sports Event		
2	experience (upto max 5 marks)	10 Marilia	FO Marilia
2	Resource Level 2 (Management Consultant)– The proposed resource must meet the minimum	10 Marks	50 Marks
	qualification criteria stated in Clause 5 of this RFP.		
	5 CVs to be submitted. Each CV shall be evaluated		
	as per the following criteria:		
	1 Year of Experience – 5 Marks		
	and		
	1 mark for each year of additional Sports		
	Eventexperience (upto max 5 marks)		
3	Resource Level 3 (Associates)– The proposed resource must meet the minimum	4 Marks	20 Marks
	resource must meet the minimum qualification criteria stated in Clause 5 of this		
	RFP.		
	5 CVs to be submitted. Each CV shall be evaluated		
	as per the following criteria:		
	1 Year of Experience – 2Marks		
	and		
	1 mark for each year of additional Sports		
	Eventexperience (upto max 2 marks)		
	Total Tech	inical Score (Max)	100 Marks

NOTE:-All the submitted CV's should be signed by the respective individualsalongwith an undertaking from respective individuals that theywill be available for the contractual period, otherwise they will not be considered for evaluation. The Format of CV is provided in Form 4.

# 11.2 FINANCIAL EVALUATION

The total all - inclusive consideration towards all expenses related to the Supply of Manpower shall not exceed the estimated value of RFP i.e. INR 78,00,000/- for 12 Months. For sake of clarity, it shall include GST/ service charges/agency fee or any miscellaneous fee levied by the bidder.

The Price Bids shall be opened and evaluated in second stage, where marks shall be assigned to the competing bidders according to the following;

a) The qualified bidder who has quoted lowest price and hence, emerges L1 shall be declared as successful bidder.

# 11.3 **EVALUATION PROCESS**

In the first stage, the designated Technical Evaluation Committee will evaluate the CV's submitted of all the participating bidders. Thereafter, the financial bids of only eligible bidders shall be opened. The designated Price Bid EvaluationCommitteewilldeterminewhetherthe Financial Proposals of qualified bidders arecomplete, unqualified, and unconditional. The costindicated in the FinancialProposalshallbedeemedas final and reflecting the total cost of services.

# **12. TERMS OF SELECTION**

- 12.1 The selection will be initially valid for a period of 12 months from the date of signing of contract or release of Notification of Award which may be extendable by another 12 months based on the requirements and satisfactory performance of the agency. For sake of clarity, SAI is not bound to extend the contract.
- 12.2 Selected agency shall have to enter into a written agreement with SAI for honouring all tender conditions and adherence to all aspects of fair-trade practices in executing the purchase orders placed by SAI on behalf of its clients.
- 12.3 In the event of a selected agency or the concerned division is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with the SAI, should be passed on for compliance by the new company in the negotiation for their transfer.
- 12.4 SAI may, at any time, terminate the selection by giving written notice to agency without any compensation, if the selected Agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SAI.

# **13. AWARD OF CONTRACT**

- 13.1 SAI reserves the right to accept/reject a bid, to cancel/abort the RFP process and/or reject all bids at any time prior to award of contract, without thereby incurring any liability to the empanelled agencies on the grounds of such actions taken by SAI.
- 13.2 SAI shall award Contract to the highest scoring bidder for providing services of conceptualizing, planning, designing, coordinating, and managing the Event in accordance with the scope of work mentioned in the RFP.

## **14. PERFORMANCE BANK GUARANTEE**

- 14.1 The selected Bidder to whom the Purchase Order (PO) / Work Order (WO) is issued shall be required to give Performance Bank Guarantee ("PBG") for the amount equivalent to 3% of the PO value inclusive of tax. PBG will be in the form of Insurance Surety Bonds(OM No. F.1/1/2022- PPD Ministry of Finance, Department of Expenditure, Procurement Policy Division dated 02.02.2022), Bank Guarantee (BG) of any Commercial Bank drawn in the name of "SECRETARY (SAI), KHELO INDIA" payable at New Delhi to be deposited in the office of Khelo India, 1st Floor, SAI Headquarters, JLN Stadium Complex, Entry Gate No 10, Lodhi Road, New Delhi.
- 14.2 SAI will have the right to invoke the PBG without assigning any reasons if the selected Bidder defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders/work order/scope of work and/or default in any terms of the tender documents and empanelment will be cancelled.
- 14.3 Successful bidder shall be required to give PBG within 15 days of issuance of PO by SAI. In the event of default in submission of PBG within the stipulated time, the Agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the PO value per day of delay subject to a maximum delay of 7 (seven) days. If delay continues beyond 7 (seven) days, SAI shall have the right to cancel empanelment with the right to other legal remedies that may be available under law.
- 14.4 The PBG shall be immediately replenished by the Bidder in the event PBG is invoked by SAI.
- 14.5 The PBG should remain valid for an additional period of 90 (ninety) days beyond the timelines mentioned in the PO. For example, if the timelines mentioned to complete a deliverable in the PO is for 6 months, the PBG shall be valid till 6 months + 90 days from the date of project initiation.
- 14.6 In the event wherein a PO is released by SAI for project renewal or a fresh PO is released, the bidder shall ensure extension / submission of PBG with 15 days of issuance of the PO.

# **15. PENALTY CLAUSE**

In case the manpower of the Agency fails to commence/execute the work as stipulated in the RFP or unsatisfactory performance or does not meet the statutory requirements of the contract, SAI reserves the right to impose the penalty as detailed below: -

- 15.1. 0.5% to 2% of total contract value for each instance. The amount of the penalty shall be decided by the designated committee of SAI based on severity of event.
- 15.2. The Penalty levied shall be maximum of 10% of the total project cost. After levying of Maximum penalty, SAI reserves the right to cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the SAI.
- 15.3. If maximum penalty is levied then the Agency may be blacklisted from participating in such type of tender and his Performance Security may also be forfeited / invoked, if so warranted
- 15.4. No Penalty will be imposed for defects attributable to SAI or reasons beyond control of the vendor.
- 15.5. 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 account of the failure of the Bidder to apprise itself of any legal or local operational conditions factors

# **16. INSTRUCTIONS TO APPLICANTS**

# General instructions

16.1 Number of Proposals and respondents

- The RFP is non-transferable, and Proposals shall be submitted only by the respective Applicants to whom the RFP has been issued by Authority.
- Consortium/JV is not allowed under this RFP.

# 16.2 **Proposal preparation cost**

- The Applicants shall bear all costs associated with the preparation and submission of the Proposal. Khelo India will not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- All papers submitted with the Proposal are neither returnable nor claimable.

# 16.3 **Right to accept and reject any or all the Proposals**

- Notwithstanding anything contained in this RFP, Khelo India reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- Khelo India reserves the right to reject any Proposal if:
  - At any time, a material misrepresentation is made or discovered, or
  - The Applicant/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
  - The Applicant does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

# 16.4 Amendment of the RFP

- At any time prior to the Proposal Due Date, the Khelo India, for any reason, whether at its own initiative or in response to a clarification requested by eligible Applicant/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> through a corrigendum and form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Applicant to check the above-mentioned website from time to time for any amendment in the RFP document/s. In case of failure to get the amendments, if any, the Khelo India shall not be responsible for it.
- In order to provide the Applicants a reasonable time to examine the addendum, or for any other reason, Khelo India may, at its own discretion, extend the Proposal Due Date.

# 16.5 **Data identification and collection**

- It is desirable that the Applicants submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
  - It would be deemed that by submitting the Proposal, the Applicant has:
    - Made a complete and careful examination and accepted the RFP in totality;
    - Received all relevant information requested from Khelo India and:
    - Made a complete and careful examination of the various aspects of the Scope of Work.
- Khelo India shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

# 17. INSTRUCTIONS TO ONLINE BID SUBMISSION

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 .

## 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.

# 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.

## PREPARATION OF BIDS

- **i.** Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
- **ii.** Bidder should 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.

## 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.

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

## ASSISTANCE TO BIDDERS

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.

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. Foreign bidder can get help at +91-7878007972, +91-7878007973

# **18. GENERAL CONDITIONS (GC) OF CONTRACT**

# **18.1.** General Provisions

## 18.1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Agency" means any entity as enumerated in Clause of the RFP that will provide the Services to the Khelo India/SAI ("the Client") under the Contract.
- b) "Contract" means the Contract signed by the Parties and all the attached documents, if any
- c) "Government" means the Government of the Client's country/state

- d) "Party" means the Client or the Agency, as the case may be, and "Parties" means both of them
- e) "Personnel" means professionals and support staff provided by the Agency assigned to perform the Services or any part thereof
- f) "Services" means the work to be performed by the Agency pursuant to the Contract.

# 18.1.2. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

# 18.1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

# 18.1.4. Notices

- 18.1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.
- 18.1.4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

# 18.1.5. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Agency may be taken or executed by the officials specified in the Contract.

# 18.1.6. Taxes and Duties

GST shall be paid by the client additionally on the professional fee agreed as part of this Contract.

# 18.1.7. Fraud and Corruption

18.1.7.1. **Definitions**: defines, for the purpose of this provision, the terms set forth below as follows:

- a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c) "collusive practices" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
- d) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.

# 18.1.8. Measures to be taken

The Client will cancel the contract if representatives of the Agency are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract;

The Client will sanction the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the said contract.

### 18.1.9. Limitation of Liability

The Contract will require that the aggregate liability of the Agency under this Contract, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the Agency hereunder. The preceding limitation shall not apply to liability arising as a result of the Agency's fraud in performance of the services hereunder.

## **18.2.** Commencement, Completion, Modification and Termination of Contract

#### 18.2.1. Effectiveness of Contract

This Contract shall come into effect from the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

#### 18.2.2. Commencement of Services

The Agency shall begin carrying out the Services not later than 15 days after the Effective Date specified in the RFP or the Contract.

#### 18.2.3. Expiration of Contract

Unless terminated earlier pursuant to GC Clause 18.2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the RFP or the Contract.

#### 18.2.4. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

#### 18.2.5. Force Majeure

#### 18.2.5.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### 18.2.5.2. No Breach of Contract

The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default, under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### 18.2.5.3. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 18.2.5.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 18.2.6. Termination

Either Party may terminate this Agreement with immediate effect by serving prior written notice to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

## 18.2.6.1. By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this GC Clause 18.2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Agency, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b) If the Agency becomes insolvent or bankrupt.
- c) If the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GC Clause 18.7 hereof.

## 18.2.6.2. By the Agency

The Agency may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this GC Clause 18.2.6.2:

- a) If the Client fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to GC Clause 6 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.
- b) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to GC Clause 18.7 hereof.

# 18.2.6.3. Payment upon Termination

Upon termination of this Contract pursuant to GC Clauses 18.2.6.1 or 18.2.6.2, the Client shall make the following payments to the Agency:

a) payment pursuant to GC Clause 7 for Services satisfactorily performed prior to the effective date of termination;

b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of GC Clause18.2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### 18.3. Obligations of the Agency

### 18.3.1.1. Standard of Performance

The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third Parties.

### 18.3.1.2. Confidentiality

Except with the prior written consent of the Client, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement.

#### 18.3.1.3. Intellectual Property Rights

- a) The Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Agency own in performing the Services. Notwithstanding the delivery of any Reports, the Agency shall retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that the Agency compiles and retains in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.
- b) Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent

that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 2 years from the date of termination of this Agreement.

#### 18.3.1.4. Accounting

The Agency shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof.

### 18.4. Obligations of the Client

#### 18.4.1.1. Assistance and Exemptions

The Client shall use its best efforts to ensure that the Government shall provide the Agency such assistance and exemptions as specified in the Contract.

#### 18.4.1.2. Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties, then the remuneration and reimbursable expenses payable to the Agency under this Contract shall be increased or decreased accordingly under this Contract.

## 18.5. Payments to the Agency

#### 18.5.1. Professional fee and Payments

The total payment due to the Agency shall be governed by the Contract Price (as determined by the financial quote in the RFP stage). In addition to the fee, reimbursable expenses shall only be paid for expenses incurred to travel outside of Delhi (domestic or international) on actual basis. Any such travel and expenses shall be incurred with prior approval of the Authority/Client.

#### 18.5.2. Terms and Conditions of Payment

Payments will be made to the account of the Agency and according to the payment schedule stated in Clause 6. The Professional Fee shall be exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which the Client shall pay (other than taxes imposed on Agency's income generally). Unless otherwise set forth in the Contract, payment is due within thirty days following receipt of each invoice.

### 18.6. Good Faith and Indemnity

- 18.6.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 18.6.2. To the fullest extent permitted by applicable law and professional regulations, the Authority/Client indemnifies the Agency and their employees against all claims by third parties (including each other's affiliates) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the

third party's use of or reliance on any report, deliverable, etc. disclosed to it by or through the Authority/Client as part of the regular interactions or for project/s purposes.

## **18.7.** Settlement of Disputes

18.7.1. This Contract shall be governed by, and construed in accordance with, the laws of India.

# 18.7.2. Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event any dispute between the Parties arising out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effect, to the other party in writing.

## 18.7.3. Arbitration

In case of such failure, the dispute 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 Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Delhi, India. The language of arbitration shall be English.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in any arbitration proceedings hereunder.

# 18.7.4. Jurisdiction

Any dispute relating to this Contract or the Services shall be subject to the exclusive jurisdiction of the Indian courts, to which both the parties agree to submit for these purposes.

## 18.8. Confidentiality and Data Protection-

Bidder shall undertake to treat confidentially all documents, information, tools and software received in connection with this RFP and not publicly available, as their own trade secrets, even after the termination of the Agreement, and to refrain from distributing them unnecessarily within their respective companies and from making them available either in whole or in part to third parties, except subcontractors. If, in the course of its work on the deliverable and documentation, Bidder processes personal data, Bidder shall comply with SAI's instructions. Bidder shall take appropriate measures to safeguard such data against unauthorised access by third parties.

# **19. STANDARD FORMS**

- 1. Form 1: Technical Proposal Submission Form
- 2. Form 2: Financial Proposal
- 3. Form 3 : Details of the Bidder

## Form 1: Bid Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this and a Financial Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the Proposal Validity Period, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment at a date mutually agreed between us.

We understand you are not bound to accept any Proposal you receive.

We remain, Yours sincerely, Authorized Signature [*In full and initials*]: \_\_\_\_\_\_ Name and Title of Signatory: \_\_\_\_\_\_ Name of Firm: \_\_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

# Form 2: Financial Proposal

[Date] To: [Name and address of Client]

# Subject: Financial proposal Reference: (Insert name of the agency)

Dear Madam/Sirs,

We have read and examined the RFP document complete with the Terms of reference, Instructions to Applicants and General Conditions of Contract.

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

The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document. Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand the Khelo India is not bound to accept any proposal that is received.

Signature and Name of the Authorised Person

NAME OF THE APPLICANT AND SEAL

S. No.	Particulars	Details
1	Company/Bidder Name	
2	Postal Address of Company/ Bidder	
3	Authorised Representative of the Company/ Bidder	
4	Phone No. of the Company/ Bidder and Authorised Representative (Cell / Landline No.)	
5	Official E-Mail Addresses of the Company/ Bidder and Authorised representative	

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

Education:

Name of Institution	Degree Obtained	Year of Obtainment				

## Countries of work experience:

# Employment Record

Name of Organisation	Position Held	Duration

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

Brief Write-up of overall experience:

Work	Experience:	

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

## **Certification:**

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

Name of Expert/ Personnel

Signature

Date

## Endorsement of HR Department/Head of Academic Department