



SPORTS AUTHORITY OF INDIA  
NETAJI SUBHAS SOUTHERN CENTRE  
BANGALORE

REQUEST FOR PROPOSAL (RFP)

TO

APPOINT A MANAGEMENT OPERATOR TO OPERATE & MAINTAIN  
GROCERY SHOP AT SAI, NSSC, BANGALORE.

RFP Ref: SAI/NSSC/ENGG/RFP-7/2023-24

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**Sports Authority of India (SAI)**  
NETAJI SUBHAS SOUTHERN CENTRE  
MYSORE ROAD, BANGALORE - 560056

<b>A. NOTICE INVITING TENDER .....</b>	<b>6</b>
<b>B. BID SCHEDULE &amp; DATA SHEET .....</b>	<b>6</b>
Section I: Instruction to Bidders .....	8
<b>1. General Instruction .....</b>	<b>8</b>
<b>2. Language of Bid .....</b>	<b>9</b>
<b>3. Documents to be submitted .....</b>	<b>9</b>
<b>4. RFP process .....</b>	<b>9</b>
<b>5. BID validity.....</b>	<b>10</b>
<b>6. BID prices .....</b>	<b>11</b>
<b>7. Declaration of Successful Bidder.....</b>	<b>11</b>
<b>8. Earnest Money Deposit .....</b>	<b>12</b>
<b>9. Bidders queries and responses thereto .....</b>	<b>13</b>
<b>10. Submission of bids .....</b>	<b>14</b>
<b>11. Scrutiny of Bids.....</b>	<b>15</b>
Section II: General Introduction.....	17
<b>12. Project Background .....</b>	<b>17</b>
<b>13. Communications .....</b>	<b>17</b>
Section III: Terms of Reference (TOR) .....	18
<b>14. Scope of Contract.....</b>	<b>18</b>
<b>15. Monthly Fee .....</b>	<b>24</b>
<b>16. Obligations of the selected bidder .....</b>	<b>25</b>
<b>17. Obligations of SAI.....</b>	<b>26</b>
<b>18. Other Miscellaneous Work .....</b>	<b>26</b>
<b>19. Timeline and Deliverables.....</b>	<b>26</b>
<b>20. Other Terms and Conditions of the Bid .....</b>	<b>27</b>
<b>21. Governing Law and Jurisdiction: .....</b>	<b>27</b>
<b>22. Penalty .....</b>	<b>28</b>
Section IV: Qualification and Selection Criteria .....	29
<b>23. Eligibility Criteria .....</b>	<b>29</b>
<b>24. Financial Bid Evaluation.....</b>	<b>32</b>
<b>25. Selection of the Bidder .....</b>	<b>32</b>
<b>26. Declaration of Successful Bidder.....</b>	<b>32</b>
<b>27. Security Deposit .....</b>	<b>33</b>
<b>28. Signing of contract .....</b>	<b>34</b>

Section V: General Terms and Conditions of Contract .....	35
<b>29 General Provision .....</b>	<b>35</b>
<b>30 Handover after completion/termination of contract .....</b>	<b>36</b>
<b>31 Representations and Warranties.....</b>	<b>36</b>
<b>32 Indemnifications and Liabilities.....</b>	<b>36</b>
<b>33 Termination .....</b>	<b>37</b>
<b>34 Force Majeure.....</b>	<b>38</b>
<b>35 Dispute Settlement Mechanism .....</b>	<b>39</b>
<b>36 Applicable Law .....</b>	<b>39</b>
<b>37 Corrupt or Fraudulent Practices .....</b>	<b>39</b>
<b>38 Confidentiality .....</b>	<b>41</b>
<b>39 Taxes and duties.....</b>	<b>41</b>
<b>Appendix .....</b>	<b>42</b>
<b>Form1: Bid Submission Form.....</b>	<b>42</b>
<b>Form 4: Financial Proposal (To be submitted through Online mode only) .....</b>	<b>46</b>
As per BOQ Uploaded in CPP Portal (as per .xls format uploaded on the portal) .....	46
<b>Annexure-I .....</b>	<b>47</b>
<b>List of Documents to be Submitted.....</b>	<b>47</b>
<b>ANNEXURE ‘II’   POWER OF ATTORNEY (SAMPLE).....</b>	<b>48</b>
<b>ANNEXURE ‘IV’   INSTRUCTIONS FOR ONLINE BID SUBMISSION.....</b>	<b>50</b>
<b>ANNEXURE ‘V’   BANK GUARANTEE FORM FOR BID SECURITY .....</b>	<b>52</b>
<b>Annexure VI: Bank Guarantee Form for Security Deposit .....</b>	<b>53</b>
<b>ANNEXURE ‘VII’  - DRAFT CONTRACT AGREEMENT FORMAT.....</b>	<b>54</b>

## 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) (hereinafter referred to as 'Authority') or any of their representatives, employees or advisors (collectively referred to as 'Representative(s)'), 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.

This RFP document to appoint a Management Operator to Operate & Maintain Grocery Shop of Shopping Complex at SAI, NSSC, Bangalore contains brief information about the scope of work and qualification process for the selection of Bidder. The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as 'Bidder(s)') with information to assist the formulation of their proposals (hereinafter referred to as the 'Proposal(s)').

2. The Representatives/SAI shall not have 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 Document or otherwise, including the accuracy, reliability or completeness of the RFP Document and any assessment, assumption or information contained therein or deemed to form part of this RFP Document or arising in any way with qualification of Bidders for participation in the Selection Process.
3. The Authority reserves the right to change any or all terms and conditions/information set in this RFP Document by way of revision, deletion, update or supplement and annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.
4. This RFP Document is non-transferable
5. The issue of this RFP Document does not imply that the Representatives is bound to select the Bidder to enter into any contract and the Representatives/SAI reserves the right to reject all or any of the Bidders or Bids, at any stage of the Bidding Process, without assigning any reason whatsoever.
6. Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to analysis, preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to submission of its Bid. All such costs and expenses will remain the responsibility of the Bidder and the Authority shall not be liable in any manner whatsoever for the same and/or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

7. This RFP Document supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications. The Bidders shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this RFP.

**A. 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 to appoint a Management Operator to Operate & Maintain Grocery Shop of Shopping Complex at SAI, NSSC, Bangalore (hereinafter referred to as 'The Facility') contains brief information about the scope of work and qualification process for the selection of Bidder.

The purpose of the RFP Document is to provide the Bidders (hereinafter referred to as 'Bidder/s') with information to assist the formulation of their proposals {hereinafter referred to as the 'Proposal(s)'}. The detailed scope of work and deliverables are mentioned at Clause 14, Terms of Reference for Consultancy Services (TOR), of this RFP.

**B. BID SCHEDULE & DATA SHEET**

Name of the BID	Appoint a Management Operator to Operate & Maintain Grocery Shop of Shopping Complex at SAI, NSSC, Bangalore
Date of Publication	14.07.2023
Bid document download start Date	14.07.2023
Last date and time of submission of queries for Pre-Bid Conference	19.07.2023 up to 5PM
Pre-Bid conference (Physical Meeting)	20.07.2023 at 01:00 PM
Earnest Money Deposit (EMD)	Rs. 1,460/- (Rupees One Thousand Four Hundred Sixty only)  Submission of EMD in Original: Office of the Regional Director I/C, SAI, NSSC, Bangalore.
Bid submission Start date and time	14.07.2023 at 9:00 AM
Bid submission end date and time	04.08.2023 up to 4:00 PM
Bid Validity Period	180 days
Mode of Submission	Online (CPP Portal)
Opening of Technical Bid date and time	07.08.2023 at 5:00 PM
Opening of Financial Bids	Shall be notified later
Issuance of Letter of Acceptance (LOA)	Shall be notified later
Signing of Agreement	Shall be notified later
Method of selection	Highest Revenue Selection (H1Based)
Bid Variable	Monthly Fee
Security Deposit	Equivalent to three (3) Months consolidated Monthly Fee

Time period of Contract	3 (Three) Years extendable by 2 (Two) years
E-mail for all correspondence	sainsscblore@gmail.com
Joint Venture/Consortium to be allowed	Not allowed
Sub-contracting is allowed	Not Allowed

## Section I: Instruction to Bidders

### 1. General Instruction

- 1.1. The Bidders can download this RFP from the website: <http://sportsauthorityofindia.nic.in&CPP> Portal website: <http://eprocure.gov.in/eprocure/app>. Subsequently, the bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as specified in this RFP.
- 1.2. Bidder shall not be entitled to submit another application either individually or as a member of any Consortium/Joint Venture, as the case may be.
- 1.3. **Definitions and Abbreviations:** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
  - 1.3.1. **‘Purchaser’** means the organisation purchasing services as incorporated in this document i.e., Sports Authority of India (SAI).
  - 1.3.2. **‘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.
  - 1.3.3. **“Management Operator”** means **‘Agency’, ‘Firm’, ‘Company’, ‘Bidder’**, or any registered entity or person or associations of persons who submit their proposals for providing Services in accordance with this RFP and shall include proprietorship/Partnership/LLP/Private limited companies/NGOs/Individual etc..
  - 1.3.4. **“The Facility”** means the sports facility(ies) for particular discipline for which the RFP has been invited.
  - 1.3.5. **‘Services’** means services as mentioned in this document and other such obligations of the service provider/Management Operator covered under the contract.
  - 1.3.6. **‘Terms of Reference (TOR)’** means the document included in the RFP which explains the scope of work, activities and tasks to be performed.
  - 1.3.7. **‘Notification of Award’** or **‘NOA’** means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity to the terms and conditions set forth in the RFP and any subsequent amendments thereof.
  - 1.3.8. **‘Contract’** means the written agreement entered between SAI and the service provider/Management Operator, together with all the documents mentioned therein and including all attachments, annexures etc., therein.
  - 1.3.9. **‘LoA’** means the Letter of Acceptance issued by Sports Authority of India for the purpose as mentioned in this document.



- 1.3.10. **‘Party’** means the Client or the Bidder, as the case may be, and **‘Parties’** means both of them.
- 1.3.11. **‘RFP’** means this Request for Proposal issued by Sports Authority of India for the purpose as mentioned in this document.
- 1.3.12. **‘Performance Security/Security Deposit (PSD)’** 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.
- 1.4. 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 I. This section also mentions the guidelines for submission of bids.

## **2. Language of Bid**

- 2.1. The Bid submitted by the Bidder and all subsequent correspondence(s) 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.

## **3. Documents to be submitted**

- 3.1. All the documents are to be mandatorily uploaded online as per the instructions for online bid submission detailed in this RFP document as detailed in the Appendix

## **4. RFP process**

- 4.1. RFP issued by SAI constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as per Clause 23) to be Management Operator (after evaluation of eligible Bidders), subject to the terms & conditions of this RFP, Tender Documents, and the Agreement.
- 4.2. This RFP is no more than a Request for Proposal 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 Agreement by SAI and the Selected Bidder.
- 4.3. 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.

- 4.4. Upon selection of any Bidder by SAI, the selected bidder shall enter into a detailed agreement ('Agreement') incorporating the provisions of this RFP and the successful Bid..
- 4.5. The term of association shall be for 3 (Three) Years extendable by 2 (Two) years from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP terms and conditions. SAI reserves the right to renew/extend the contract annually for a maximum total period of Seven years.
- 4.6. 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:
  - i. 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;
  - ii. Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
  - iii. Satisfy itself as to the correctness and sufficiency of the RFP.
  - iv. 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 [sainsscblore@gmail.com](mailto:sainsscblore@gmail.com) No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFP.

4.7 The mere participation in the RFP process doesn't entail any right or benefit to the bidder. The selection of participating bidders will be based on the qualifications mentioned in this RFP and any decision of SAI will be final and binding on other bidders to such awards.

## **5. BID validity**

- 5.1. The Bid shall remain valid for acceptance for a period of 180 days (One Hundred 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. 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.
- 5.2. In exceptional cases, the Bidders may be requested to extend the validity of their Bids up to a specified period by SAI. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.

- 5.3. 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.

## 6. BID prices

- 6.1. The Bidder providing services shall quote only in Indian Rupees (INR).

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. **The price bid shall not be submitted with the technical bids. If price bid is submitted along with technical bid, it will lead to disqualification of the bidder.**

- 6.2. If any bidder quote NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- 6.3. The prices quoted by the Bidder shall remain firm and fixed during the currency of the Contract and will not be subject to variation (except for conditions mentioned at Clause 15.5 of this RFP) on any account until unless variations are mentioned as part of the contract.
- 6.4. The bidder should quote for all the parameters mentioned in the price bid. Noncompliance of the same will lead to disqualification.

## 7. Declaration of Successful Bidder

- 7.1. Prior to the expiration of the validity period for the Bid, SAI shall 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 Agreement, along with the afore-mentioned notification. The successful Bidder and SAI shall discuss and enter into a mutually agreeable final written document of the Agreement and each party shall retain one original of the signed Agreement. It is clarified that the 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 selected bidder than those contained in the RFP.
- 7.2. Upon the successful signing of the Agreement by the Successful Bidder and SAI, and the furnishment of the Security Deposit, SAI will promptly notify the name of the winning Bidders) to each unsuccessful Bidder(s) and refund their respective Earnest Money Deposits.
- 7.3. Term of the Agreement: The Agreement shall commence on the date of its signing and shall be valid up to the conclusion of the Term.
- 7.4. Failure of the Successful Bidder to comply with the requirement of acknowledgement of NoA in the form of acceptance of NoA and submission of

PSD, shall constitute sufficient grounds for the annulment of the NoA. In such an event, SAI reserves the right to cancel the contract and initiate the retendering process for the same services.

## **8. Earnest Money Deposit**

- 8.1. The bidder shall furnish Bid Security for an amount as shown in the Clause 'B' of the RFP. The Bid Security is required to protect SAI against the risk of the bidder's unwarranted conduct. Non-submission of Bid Security will be considered as major deviation and bid will not be considered.
- 8.2. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only Service Provider for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.
- 8.3. The Bid Security shall be furnished in one of the following forms:
  - Fixed Deposit Receipt
  - Banker's cheque / Pay Order
  - Bank Guarantee (including e-Bank Guarantee) from any of the commercial banks (as per the format at Section IV-D).
  - NEFT transfer to "SPORTS AUTHORITY OF INDIA, CANARA BANK, SAI Branch, A/c No. 8411101000001, IFSC Code - CNRB0008411"
  - (Bidder has to upload challan/proof along with Bid in CPPP Portal)
  - Valid Insurance Surety Bonds
- 8.4. The Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the "Sports Authority of India, Netaji Subhas Southern Centre", payable at "Bangalore". In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under Annexure XII (A) of the Bid Document.
- 8.5. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 225 days from the date of opening of the Technical Bid.
- 8.6. Earnest Money is required to protect the SAI against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of SAI. The successful bidder's earnest money will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security and sign the contract / agreement within the period as specified by SAI in the Letter of Intent/ Notification of Award (NoA).

## 9. Bidders queries and responses thereto

- 9.1. All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person on the email id **sainsscblore@gmail.com**. The queries should necessarily be submitted on or before scheduled date and time mentioned in the following format, The queries received after the prescribed date and time will not be entertained by Authority:

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

- 9.2. 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(s) 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 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. All Bidders should regularly visit the portal for any updates/corrigendum.
- 9.3. SAI will host a Pre-Bid Conference, scheduled as per the details in the Bid Schedule. The Bidder or its authorized representatives may attend the pre-bid conference at their own cost. The purpose of the conference is to provide the Bidders with information regarding the RFP and discuss the Bidder's queries, together with proposed solutions. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The link shall be provided to the Bidders one hour prior to the scheduled meet.

- 9.4. Within reasonable time period after the Pre-Bid Conference, SAI will issue responses to the Bidder's written queries, together with any other revised documents (if required).
- 9.5. 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 or amend the Bidding Document(s) 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 bid, as such corrigenda shall be binding on all Bidders. The Authority may at its discretion extend the deadline for the submission of Proposals.
  - iii. The Bidders are advised to physically visit and inspect, existing site including facilities, availability of machineries, equipment, tools etc. with its own cost, that may be necessary for preparing the bid and for entering into an agreement for the Operation and maintenance of the Property before submission. The property will be handed over to the selected bidder on 'As-Is-Where-Is Basis'. complaints on the available facilities will not be entertained at a later date. The Authority, its employees and advisors 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, completeness or reliability 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 for participation in this tender.

## **10. Submission of bids**

- 10.1. Bids to be submitted online as per instructions of the RFP.
- 10.2. 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.
- 10.3. Financial bids of the Technically Qualified Bidders shall be opened online at the date and time as intimated later on CPPP e-procurement website <https://eprocure.gov.in/eprocure/app>.
- 10.4. Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid schedule mentioned in Clause B of the RFP shall not be considered.
- 10.5. The Bidders are required to upload the documents as per requirement of this RFP document.

- 10.6. Bidders shall submit 'Online Bid' only in PDF/Scanned Copy. Hard Copy of Bid documents will not be accepted.
- 10.7. Bidders must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 10.8. All terms and conditions in the bid document shall stand frozen on the date of opening of the bid.
- 10.9. The proof of work orders for claim of relevant experience should be dated on or after the date of registration of the firm/company/LLP etc.

## **11. Scrutiny of Bids**

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. SAI will determine the responsiveness of each Proposal.

### **11.1. 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, corrigendum, or addendum (if any) and any subsequent information given to the Bidder .
- ii. Information that is found to be incorrect, false/misleading at any stage during the tendering process.
- iii. Inclusion of Financial/Price Bid details in a Technical Bid, or Technical Bids that reveal quotations, in any form; and
- iv. Non-fulfilment of the eligibility criteria or Technical Qualification score in evaluation criteria set out in this RFP, by the Bidder .
- v. Any Bid that does not comply with the conditions lay down by SAI.
- vi. Any other reasons which are deemed fit by SAI.
- vii. Bids which do not confirm unconditional validity of the bid for 180 days from date of opening of Bid.

### **11.2. 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, Corrigendum or addendum (if any) and any subsequent information given to the Bidders.
- ii. Financial/Price Bids made through E-mail/by post.
- iii. Bids which do not conform to SAI Bid format.
- iv. Bids in respect to which the Bidder does not accept SAI rectification of clerical/arithmetic discrepancies in the Financial/Price Bid, if any. Any Financial/Price Bid that does not comply with the conditions laid down by SAI.

- v. If any bidders quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

#### 11.3. 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 will 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.

#### 11.4. Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, SAI finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, SAI may reject or may convey its observation on such 'minor' issues to the Bidder by e-mail asking the Bidder to respond 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.



## Section II: General Introduction

### 12. Project Background

- 12.1. SAI is willing to appoint a Management Operator appoint a Management Operator to Operate & Maintain Grocery Shop of Shopping Complex at SAI, NSSC, Bangalore (herein after referred to as ‘**The Facility**’). In pursuance of the same, SAI is inviting bids through online bidding process to associate with SAI and to operate and manage The Facility. Through this RFP, SAI expects very high standards of output from the selected bidder in terms of quality and adherence to the agreed time schedule
- 12.2. The details of facilities available at the Facility are detailed as hereunder:  
Grocery Shop of Shopping Complex at SAI, NSSC, Bangalore – Area – 26 Sq. m.
- 12.3. The Operator will be at liberty to operate and manage the facility as per laws of the land following best industry practices for similar category of facilities in India. and also in adherence with rules and regulations of SAI
- 12.4. SAI shall retain ownership of land, building, all facilities as defined above during the Contract period and beyond (including inventory of all facilities, furniture, installations, articles, operating equipments and assets)
- 12.5. An energy meter/sub-meter will be installed for the tendered space by SAI and the selected Bidder shall pay the amount of monthly electricity bill to SAI, pertaining to the assigned premises, as indicated by the installed sub meter by 7<sup>th</sup> day of subsequent months with intimation to the incharge of the Facility by email. The electricity will be charged on the basis of existing commercial rates provided by incharge of the Facility and the same shall be in addition to the monthly fee. In case of failure to deposit the bill within stipulated time surcharge will be levied at applicable rates. In addition, water charges will be applicable on actual consumption basis as per prevailing rates, which is to be paid by selected bidder.
- 12.6. Based on the availability of Space in the tendered space, the selected bidder may add additional facilities pertaining to the relevant facility and which are necessary to run the Facility.

### 13. Communications

All communications should be addressed to:  
The Regional Director I/C,  
Sports Authority of India,  
Netaji Subhas Southern Centre,  
Mysore Road, Bangalore – 560056.

### Section III: Terms of Reference (TOR)

#### 14. Scope of Contract

14.1. Successful Bidder/ Operator shall have the right to operate, maintain & manage the facility subject to the below mentioned terms and conditions: -

- i. The Licensor is the absolute owner and in possession of all that piece and parcel of the property comprised in together with all structures contained therein as detailed in the schedule. This shall only be a License Agreement and the Licensee has no right on the land and immovable property of the licensed premises. The Licensor reserves the right to terminate the license by giving one month's notice.
- ii. The License of the Shops/ Stalls within the Shopping Complex of SAI, NSSC, Bangalore shall be allotted as per SAI norms and in case of any dispute between the parties, the decision of the Competent Authority, SAI, NSSC, Bangalore will be final.
- iii. The said License of the Scheduled Premises together with the fixture and fitting contained therein and both the parties may give in writing and agreed the terms and conditions of such license by executing the Agreement. However, the Licensee shall at its own cost and expenses, install firefighting equipment, fitting etc. such fixtures/fittings/items, the removal of which premises or on termination/ cancellation etc. affect the building; its interior aesthetics etc. cannot be removed/ taken away by the Licensee at the time of vacating of the Licensed Contract/ Completion of License Period.
- iv. No unauthorized person will be allowed to stay inside the shop premises. The successful licensee will have to take prior permission from the Regional Director, SAI, NSSC, Bangalore. The successful licensee will have to ensure the proper discipline is maintained in the said shop complex. The Licensee shall not be allowed to open the facilities of the Shop to the outsiders. The Shop is solely meant for use of Residents, Athletes and Staffs of SAI, NSSC, Bangalore.
- v. The Licensee shall subject to the natural wear and tear, keep the schedule premises in a good condition and shall be responsible for the repair of the Shop, if any, during the rental period subject to prior approval from the Competent Authority. Good quality furniture, electrical fitting, fixture etc. shall be provided by the Licensee in the Shops for its smooth running.
- vi. The Licensee shall be responsible for the maintenance, high standard cleanliness, proper repairs of the premises and also for repair and maintenance of fixtures, fitting and additional facilities such as electricity, water. The Licensee shall also ensure sanitation, prevention of infectious diseases, control and prevention of nuisance from insects, rodents or any other source etc. The Licensee shall obtain the statutory approval from the municipal/competent authorities to carry out the intended business in the said premises. SAI shall support but not be responsible for obtaining such statutory approvals, if any.
- vii. The Licensee at all times during the terms of lease, shall not carry on or permit to carry on any offensive trade or business in the schedule

- premises. The Licensee shall not, unless with the written consent of the Licensor, alter add to or place any erection, alteration or construction whatsoever in the schedule premises. It is expressly agreed the Licensee shall utilize the schedule premises, if any, for the purpose of accommodating his business purpose only and shall at no time assign or sub-contract the license to anyone what so ever.
- viii. The Licensee shall not be entitled to raise any objections or claim for any deduction in rental amount or installment in case some other Shop/ Canteen is constructed in the same Campus or in case any other shop of similar nature comes into existences after or prior to the rent. The quantum of rent will remain same except for the mutually agreed increments if any during the validity of this contract
- ix. The Licensor, Competent Authority and/ or its Authorized Representatives shall have access at all reasonable times to the schedule premises for the purpose of any inspection and may enter the licensed premises/ food outlet/ shop and monitor the quality of raw material, food items and standards of facilities and interiors, exteriors of premises etc. The Licensee shall be duty bound to assist/ co-operate with the Licensor's and/ or its Authorized Representatives in this regard. The source of raw materials, food items etc. will also have to be divulged to the Licensor and/ or its authorized representatives as and when asked.
- x. The licensee shall bring their own equipment and instrument to run their shops. Only Space will be provided by SAI.
- xi. The Licensee shall give special attention to the manner in which his/ her employees behaves with visitors and render service ensuring good hospitality, congenial & pleasant atmosphere. Special care shall be taken for the employee's health engaged by the Licensee and to ensure that all the employees/ workers engage in the premises are medically fit and that they do not suffer from any contagious, loathsome or infectious disease. Certificate duly certified by Registered Medical Practitioner shall be submitted to SAI, NSSC, Bangalore for each employee. The Licensee shall not appoint any employee without proper identification/ verification.
- xii. The items permitted to sell in the shops shall not be higher than the rates prevailing in local market or shall not exceed M.R.P. as the case may be and shall run the business in accordance with laws. Committee of SAI, NSSC, Bangalore may verify the price of the selling items time to time. In case of any discrimination, penalty may be imposed and actions may be taken. A rate list must be displayed at prominent places in the respective outlet. No hand bill/ stickers are allowed to be fixed anywhere in the premises or outside. The Licensee shall have to provide printed/ electronic bills contacting GST number against each sale to the consumers. Weights & measures of approved Govt. Agency only to be used. Weighing should be done only on Electronic Govt. approved brand machines. Weighing by means of traditional equipments is strictly prohibited.
- xiii. The licensee shall not carry out any permanent structural modification to the said shops.

- xiv. The Licensee shall ensure the items sold/ served from the premises are of requisite hygiene and quality standards and conform to the provisions of the Prevention of Food Adulteration Act, 1954 and any other guidelines, regulations, standards etc. issued by the Authorities concerned from time to time.
- xv. Deviation from approved trade for which Licensee has been granted will be treated as violation of License Agreement and the License shall be cancelled immediately duly forfeiting the Security Deposit. In the event of death of Licensee, the License shall come to an end. However, the Licensor may permit the Legal Heir of the Licensee to run the business on the same Terms & Conditions for the remaining period of the license on execution of fresh deed of license by such Heir.
- xvi. The Shop or premises will be given "as is where is condition" to the successful licensee. Any modifications, changes, alterations, repairs, (if any) required shall be undertaken by the licensee at his own cost with the prior permission of SAI, NSSC, Bangalore.
- xvii. The sale/serving or promotion of alcoholic beverages of serving of pork and/or beef is strictly prohibited. All articles required sold shall be of the best available quality. In all the foods and beverages are preparation no chemicals and colors to be used which are harmful to public health. The Licensee shall not sell any Cigarette, bidi, pan, drugs or any restricted items by the Government Bodies in the Shop and within SAI, NSSC, Bangalore premises. If the Licensee or any of its Representative is found indulging in such an act; the person shall be asked to leave the Campus immediately and the Licensee shall be liable to lose the Contract/ rent for breach of this Condition.
- xviii. Segregation of waste materials we also be undertaken by licensee of outlet /shops as per local rules and regulations. Shops / outlets operators shall collect all garbage in bags/ boxes / trolleys permitted for the purpose as per the guidelines of the licensor. The collected garbage shall be kept at identified collection points. It will also be the responsibility of the licensee to maintain cleanliness and hygiene in and around their allotted shops / outlets. Non compliance will attract imposing of penalty up to Rs2,000/- on each occasion. Plastic bags will totally prohibit inside the campus. All Shopkeepers shall submit an undertaking for not using the Polythene Covers which are banned by the State/ Central Government or any other Agency.
- xix. The Licensee shall not use any shamiana in the premises or occupy the area around the licensed premises in any manner. The verandah in from of the shop shall be encroached upon or used for any purpose other than the public passage. If the licensee encroaches the platforms, area meant for passengers movement or area of other shop / open space, the licensee is liable for payment of penalty. If the licensee is habituated for encroachment, liable for termination by serving a notice.
- xx. A "Suggestions and Complaints" book at his establishment which shall be made available to the public on demand immediately. Any suggestions or complaints are made by the public; it is the responsibility of the licensee to bring it to the notice of the licensor. The said book shall be produced to inspecting officials. The "Suggestions and Complaints" recorded in the suggestions and

- complaints book be scrupulously followed and failure to follow will lead to levy of penalty or termination of agreement of forfeiture of security deposit at the discretion of the SAI, NSSC, Bangalore.
- xxi. The Licensee, his agents and servants shall observe/ perform and comply with all applicable laws/ rules and regulations of the Shops and Establishment Act, Factory Act, Industrial Disputes Act, Minimum Wages Act, Labour Laws and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by the Licensor or any other Department (s) of Govt. of India/ Karnataka or Local Body or Administration as applicable from time to time to the business which the Licensee is allowed to carry on under this and to the area in which the said premises are located. This also included Agreement compliance of laws relating to Hygiene, storage, sanitation, cleanliness, product quality and disposal of water & waste materials. No Child Labour shall be appointed under any circumstances. The Licensee shall register himself as a Contractor under the Contract Labour (Regulation & Abolition) Act 1970. The Licensee has to pay compensations, in case of any accidents to the personnel employed by them during business time. The Licensee is alone responsible and liable for providing Workmen Compensation and any other statutory dues and shall indemnify SAI for any losses.
- xxii. SAI, NSSC, Bangalore shall not be responsible for the damage or theft in Shop, if any, the Licensee need to make necessary arrangements for the needful.
- xxiii. If the Shop remains closed for more than 7 Days without proper intimation, it shall be presumed to have been closed down and fresh bids shall be invited for allotment.
- xxiv. SAI, NSSC, Bangalore shall not be responsible for the payment of any due bill against any Athlete, Employee, public or students.
- xxv. The Licensee shall pay all the taxes which are levied by the Central Government and the State Government from time to time. SAI, NSSC, Bangalore is not liable for the penalties against non-payment of these taxes or default therein. Any default, nonpayment of taxes to statutory authorities shall cause termination of license and vacation of premises.
- xxvi. No accommodation shall be provided to Shopkeeper or their employee in the campus.
- xxvii. FSSAI certificate is essential for Food Outlet. Therefore just after award, the Licensee shall have to obtain proper FSSAI License within 2 (Two) months otherwise allotment shall be liable to be cancelled.
- xxviii. The Licensee shall report any cases of violence or untoward incidents in the let out premises to SAI and will cooperate with any investigation to any such reported/non-reported incidents carried out by SAI authorities

- 14.2. A consolidated Monthly Fixed Fee will be guaranteed by the bidder (s) for Operating and Maintaining the Facility. The monthly fixed fee shall be the amount as quoted by the bidder in their price bid at the time of submission of bid.
- 14.3. The bidder is free to operate the facility preferably between these hours (7:00AM to 9:00PM). as per its coaching schedule at his/her own convenience. The Bidder may also conduct Camps, events, competitions and any other activity related to tendered sports.
- 14.4. SAI may require the facilities during the tenure of the agreement (for a maximum period of 15 days per year), for organizing any event or for any other purposes and selected bidder shall provide the same upon request of SAI. SAI will give a prior notice of 15 Days for the same, however the Selected bidder shall provide the same even on a notice of few days.
- 14.5. The broad scope of project shall include but not limited to:
- i. It shall be mandatory for the Successful Bidder to maintain ethical code, professional conduct and impart the same to the users by training and teamwork.
  - ii. The Successful Bidder shall maintain an attendance log.
  - iii. The agency shall not cause or permit to be caused any damage to the said premises. Under no circumstances, the agency shall make any alteration to the said premises.
  - iv. The Successful Bidder shall compensate SAI for any damage or loss caused by Successful bidder or its staff or user to the whole premises (during the allotted time of coaching) if found in such properties. The compensation will be according to the replacement value as decided by SAI. In any case if he fails to pay the amount, the same will be recovered from his Security Deposit/Bank Guarantee or the firm has to pay for it separately.
  - v. Identity cards will be issued by Successful Bidder bearing the signatures of the authorised officer from SAI. Only the personnel of the selected bidder holding the identity card will be allowed in the Facility.
  - vi. Background check may be conducted and same may be reported to SAI for the personnel of successful bidder.
  - vii. Responsibilities of the selected bidder or its employees or Coaches:
    - a. To be present at the assigned FOP.
    - b. To make sure that essential equipment, are in place at the facility. Make sure that there is no obstacle or hazard at the assigned FOP.
    - c. To ensure that users understand the use of training equipment. and make them aware of the potential accidents that may occur from use of equipment.
    - d. To ensure basic safety and security and a first aid box should be located at close proximity of the activity area where it is accessible to all.
  - viii. Adequate no. of CCTV Surveillances cameras along with DVR (Digital Video recorder) shall be provided by the Selected Bidder which covers

entire property with full backup of at least 30 days of recording. The bidder is allowed to take the same at the end of Contract period without damaging the premises.

- ix. The Selected Bidder shall have right to put hoardings, advertisements inside the allotted area except directional sign and board at entry only and may install LCD, Video Screen etc. inside allotted area for promotional activities preferably sports related activities.
- 14.6. The cost towards development / improvements / repairs/ installations / modifications etc. for the Project shall be borne by the Selected Bidder. No reimbursement shall be done by the Authority during or after expiry of Contract Period for the investments made by the Selected Bidder during the Contract Period
- 14.7. The Selected bidder will be responsible for all requisite approvals, license, and permissions etc. to operate and maintain the property. SAI will provide in a timely manner all such approvals, permissions and authorizations which the selected bidder may require or is obliged to seek from in connection with execution of the work and the performance of the bidder obligations.
- 14.8. SAI shall have the right to inspect the premises as and when required or felt necessary.
- 14.9. The Selected Bidder shall not encumber the Project site under consideration by way of pledge, hypothecation, mortgage, charge, lien, sub-lease, leave and sub-license or in any other manner. The Selected Bidder shall not sub-license whole of its rights and obligations in relation to the project to any party.
- 14.10. The Selected Bidder shall not raise any kind of finance or funding on the name of the property under any conditions whatsoever. The Selected Bidder will only be allowed to use the property on 'Right-to-use' basis.
- 14.11. The Selected Bidder has to confine his activities only within the specified area handed over to them.
- 14.12. The Selected Bidder must employ adult and skilled manpower only and must not employ child labor. The Selected Bidder shall engage only such workers, whose antecedents and character have been thoroughly verified and other formalities have been completed. The Selected Bidder shall be responsible to obtain all requisite approvals & permissions from the concerned authorities as may be necessary or required under various acts & laws applicable to such establishments. Selected Bidder shall follow the minimum wages act.
- 14.13. It is to be noted that the selected bidder shall be responsible for cleaning and maintaining of the assigned facility. The Selected Bidder shall clean the assigned premises regularly/all time in order to impart coaching in perfect hygienic condition. The Selected Bidder shall undertake clearing of any choking in the drainages, manholes, etc., removal of beehives and cobwebs from the property and its premises, cleaning and sweeping of roof tops with brooms / mechanized

sweeping, cleaning of signage. All dust bins shall be properly cleaned from inside and outside and should be emptied at the end of the day on regular basis at the designated place as informed by SAI. The Selected Bidder shall ensure collection, screening and segregation of dry and wet garbage area. The Selected Bidder shall also ensure the segregation as per prescribed norms. Appropriate disposal at the designated place as informed by SAI shall be the responsibility of the Selected Bidder. Selected Bidder shall in no way harm the environment of the place

- 14.14. The Selected Bidder shall be responsible for any breakdown/shutdown of existing sports facilities available in the property and shall rectify the error on immediate basis with minimum time frame. Any delay on the above will be considered as breach of contract obligations and may lead to the termination of Contract Agreement.
- 14.15. The services, to be provided for the project by the Selected Bidder shall be in lines with the services that are generally provided in project of similar nature with best trade practices.
- 14.16. Selected Bidder may include value added services like installation of snacks vending machines, juice corner, and health supplements products or any other activities or movable assets for refreshment/entertainment of the visitors/members at the assigned premises only.
- 14.17. Authority may nominate representative/s of SAI or institution nominated by SAI. The representative reserves the right to verify and perform quality checking to ensure that the end deliverables provided by the Selected Bidder are as per the prescribed norms/ terms and conditions of the tender.
- 14.18. The Agency should maintain detailed profiles (CVs) of all Staffs along with passport size photographs, identity proof, phone numbers, cell phone numbers and residential address along with PAN Card and Aadhar Card.

## **15. Monthly Fee**

- 15.1. A consolidated Monthly Fixed Fee will be guaranteed by the bidder (s) for the Facility.
- 15.2. The Bidder shall mention a Monthly Fixed Fee (Bid Variable) in the BOQ form (uploaded on CPP portal). **The bidder shall quote above the monthly fixed fee of Rs 6,084/- (Rupees Six Thousand Eighty Four only). Financial bids of technically qualified bidders quoting below the monthly fixed fee of Rs 6,084/- (Rupees Six Thousand Eighty Four only) will be summarily rejected.**
- 15.3. Monthly fixed Fee shall have to be paid in advance in respect to every month before 20<sup>th</sup> day of the previous month. The first payment shall be made within 7 calendar days from the date of signing of Contract Agreement. **An Interest @12% will be charged for delayed payment.**



- 15.4. The Monthly Fixed Fee shall be paid through online mode (RTGS/NEFT etc.) or any other mode of payment as acceptable to SAI. Further, the selected bidder shall submit the receipt along with transaction details to SAI in respect to monthly payment made.
- 15.5. The Monthly fixed fee will be increased annually by 5% during the contract/ agreement period including the extension period, if any.

## **16. Obligations of the selected bidder**

- 16.1. Any incident of misbehavior or misconduct from the deployed workforce of the Successful Bidder towards the public shall be liable for appropriate punitive action. In case of repetition of similar fault, SAI may decide to terminate the contract, forfeit the Security Deposit, and blacklist the Successful Bidder.
- 16.2. The selected bidder shall be allowed to do marketing and branding the form of temporary promotional banners/flex/standees in and around the Facility at maximum two places. However, the branding/marketing activities should not reflect/portray the selected bidder as having joint venture or partnership of any sort with SAI.
- 16.3. The responsibilities of watch and ward at the Facility shall rest with the Successful Bidder. Overall security of the premise will be done by SAI. However, SAI will not be responsible for loss/theft of any equipment/belongings of Coach/Agency or Members of the management operator.
- 16.4. The selected bidder shall follow all the rules and regulation laid down by the SAI and Government, including but not limited to hiring of staff, deployment of equipment, security and safety.
- 16.5. The selected bidder has the Responsibility of periodical maintenance of the tendered premises and other equipment may be done by the selected bidder if required at its own cost.
- 16.6. The selected bidder shall be responsible to maintain confidentiality of their customers with in SAI premises. They shall not photograph/videograph the SAI premises except the leased out areas and must treat the information of SAI, its staff, visitors, students and athletes with utmost confidentiality even if such information is not gained in their regular course of business directly or indirectly
- 16.7. Ensure complete safety of users as per statutory guidelines:
- i. The Bidder shall be responsible for the safety of users within the designated facility, especially females, against any harassment or misconduct, sexual harassment. Any such incident will be dealt with severity and SAI shall be bound to take legal action against the Bidder and the responsible person.
  - ii. Handle discipline situations with courtesy and fairness.
  - iii. Respond quickly, intelligently, decisively and in accordance with established emergency and accident management procedures.

- iv. The Successful bidder shall ensure to take all necessary measures for protection against child abuse and must follow the guideline of POCSO (Protection of Children from Sexual Offences) Act, 2012.
- v. The Successful bidder will not allow any prohibited drug or substance by any trainee or trainer under any circumstances in the premises.
- vi. The Successful bidder must ensure that there is no discrimination against any trainee or trainer on the basis on caste, religion, race or sex.

## **17. Obligations of SAI**

- 17.1. SAI will provide the Facility as per defined time slots under clause 14.3.
- 17.2. Parking: Parking space is available for Nil Vehicle only.

## **18. Other Miscellaneous Work**

- 18.1. In case of any accident/ mishappening/ tribulation/ hardship/ calamity at the facility during the time allocated to the selected bidder, pertaining to any equipment or other facility, The bidder will be SOLELY responsible and shall keep SAI fully indemnified in this regard. SAI will not be responsible for any such accident/ mishappening/ tribulation/ hardship/ calamity, whatsoever.
- 18.2. **List of Prohibited Activities**

The Selected Bidder shall not undertake following activities on the Project Site:

- a) Any activities resulting air and noise pollution to sports complex area.
- b) Any activities creating breach of terms and conditions set out in RFP and Contract Agreement
- c) Any Activities of hazardous nature to environment and the Sports complex.
- d) Any other Un lawful activities.
- e) Activities involving pets and animals.
- f) Any activity including for baiting or any manner of gambling.
- g) Alcoholic Drinks and prohibited items of any manner are strictly prohibited.

## **19. Timeline and Deliverables**

- 19.1. The engagement is proposed for 3 (Three)Years extendable by 2 (Two) years from date of signing of Agreement. However, the agreement can be terminated before the end of tenure in case of unsatisfactory performance or non-compliance with the terms and conditions of the contract.
- 19.2. The selected bidder will be given a maximum of 30 days to sign the contract/ agreement from the date of award of work. However, the selected bidder will be liable to start paying SAI (in the form of monthly fee) from the day of signing of contract/ agreement.
- 19.3. If the Bidder is not able to comply with the scheduled timeline, it will be liable for a penalty as mentioned at Clause.22.

- 19.4. Details of employee appointed by successful bidder are to be shared with SAI.

## **20. Other Terms and Conditions of the Bid**

- 20.1. All information/ details submitted to SAI shall be supported by documentary proof duly certified by the authorized signatory of the Bidder.
- 20.2. The selected bidder shall not, without the prior approval of SAI, incur any liability on behalf of SAI, pledge the credit of SAI or make any representation or give any warranty on behalf of SAI.
- 20.3. The mere submission of Bids in response to this RFP by an 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 or 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 Bidder's 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's 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 or otherwise neglects to make such presentation to SAI shall not be considered for any further evaluation and shall stand immediately disqualified.

## **21. Governing Law and Jurisdiction:**

- 21.1. The RFP and the relationship between the Bidder and SAI shall be interpreted in accordance with the laws of India. The Courts of Bangalore shall have exclusive jurisdiction to adjudicate over any dispute(s) arising in relation to the RFP and/or the relationship between the Bidder and SAI.
- 21.2. 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 after the submission of the Bid on any account whatsoever,

including on account of the failure of the Bidder to appraise itself of any legal or local operational conditions/ factors. 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 Successful 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 within a period of 30 days to the Bidder, without any cost and/or liability.

## **22. Penalty**

- 22.1. In case the Successful Bidder fails to commence/execute the allocated activities 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 at 0.5% of consolidated committed monthly fee per day and shall recover the same from the monthly fee of the agency/service provider.
- 22.2. If delay continues beyond 15 days, what is stipulated in Clause 22.1, SAI reserves the right to:
- i. Cancel/Terminate the contract forfeiting the EMD and/or Security Deposit besides other rights and remedies as may be available to SAI.
  - ii. The Successful Bidder shall be debarred from participating in such type of tender in future and his Security Deposit may also be forfeited/ invoked, if so warranted.
- 22.3. No Penalty will be imposed for delay attributable to SAI or reasons which fall within the definition of Force Majeure as per Clause 34 of this RFP.
- 22.4. SAI will intimate the successful bidder regarding the submission of amount against penalty within 15 days of the occurrence of the event. The Selected bidder shall be liable to pay such penalty within 30 working days upon receipt of demand note failure to which may lead to initiation of forfeiture of Security Deposit or proceeding for initiation of termination proceeding and takeover of property.
- 22.5. For delay in service deliverables reasons not pertaining to selected Bidder, SAI 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.

## Section IV: Qualification and Selection Criteria

### 23. Eligibility Criteria

23.1 To be eligible for Technical evaluation, the bidder shall fulfill the following:

#	Eligibility Conditions	Documentary proof to be submitted
1	<b>Legal Entity</b>	
i	The bidder must be a company registered under the Companies Act, 2013/1956 or registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership registered under the LLP Act 2008, or Society/Trust registered under societies Act 1860, or sole proprietorship.	The bidder must submit Proof of Registration of the legal entity (Certificate of Incorporation, PAN Card, GSTIN, UdyogAadhar, etc.)
ii	The bidder should be in existence for at least 3 years before proposal submission due date	The bidder must submit Documentary Proof thereof
iii	The Bidder should provide valid PAN & GSTIN	Submit copy of PAN and GSTIN certificates
iv	The bidder should not be banned or blacklisted by any government organisation / Govt. financial institution / Court / PSU / Central Government / State Government as on the Bid Due Date.	Undertaking signed by the authorized signatory that the Bidder has not been debarred not be banned or blacklisted by any government organisation / Govt. financial institution / Court / PSU / Central Government / State Government as on the Bid Due Date.
2	<b>Financial Criteria</b>	
i	The Bidder should have a Minimum Average Annual Turnover last three financial years (2019-20, 2020-21 & 2021-22) of Rs. 1 Lakh  The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last three consecutive balance sheet, duly audited and certified by Chartered Accountant.	Self-attested copy of audited financial statements for 3 financial years duly authenticated by CA i.e. FY 2019-20, 2020-21 and 2021-22
ii	The Bidder should be solvent.	Furnish Solvency Certificate from any nationalized /Commercial bank. The solvency certificate shall not be more than 3-month-old.

3	<b>Technical Eligibility</b>	
i	The Bidder shall have prior experience of operating a Hotel/ Restaurant or of similar nature in India for at least 2 financial years during last 5 years	Incorporation Certificate/Date of commencement of business to be submitted
4	DECLARATION As per GFR Clause 144 (xi) added vide Department of Expenditure order dated 23.07.2020: Any Bidder from a country which shares a land border with India will be eligible to bid in this Tender only if the Bidder is registered with the competent authority. All terms as mentioned in the Department of Expenditure order dated 23.07.2020 will be applicable.	Declaration as per New GFR Clause, 144 (xi) 'I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.
5	<p>Bidder should be Class I Local Supplier or Class II Local Supplier will be eligible to bid in this IFB.(As per 3 (b) of DPIIT order dated 16.09.2020).</p> <p>Class I Local Supplier means a supplier or service provider whose goods, services or works offered has local content equal to or more than 50%</p> <p>&amp;</p> <p>Class II Local Supplier means a supplier or service provider whose goods, services or works offered has local content more than 20% but less than 50%.</p> <p>As per 9 (a) of the above order, bidders are required to submit a declaration indicating percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be.</p>	bidders are required to submit a declaration indicating percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be.
6	FIT and Proper Person	Bidder should be Fit and Proper person as per the criteria defined in this RFP document. Character Certificate/ Police Verification issued by Local Police Administration, MP, MLA, Local Police or Gazetted Officer.

**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. Bidder must be mentally stable and fit to enter into contract in accordance with the Indian Contract Act
- f. 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 not have been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.

Note: The Bidder, shall submit the details, experience by them in the Form 3 of Bid document to be considered for eligibility & technical evaluation. The offers submitted without this documentary proof shall not be evaluated.

Note: If bidder submits any incorrect detail/documents and same is found out by SAI at later stage, punitive action may be taken by SAI including termination of contract and debarment from future tenders

**Bid(s) of the Bidder(s), who does/do not meet the required Eligibility/ Qualification Criteria mentioned in this RFP shall be treated as non-responsive and their bid will not be considered further technical evaluation process.**

## **24 Financial Bid Evaluation**

- 24.1 The technically responsive Bidder meeting the above Eligibility Criteria will only be shortlisted for opening and evaluation of Financial Bid.
- 24.2 For financial evaluation, the Monthly Fixed Fee (Bid Variable) indicated in the Financial Proposal, will be considered. The committed amount should be excluding taxes. Taxes have to be charged separately.
- 24.3 SAI will determine whether the Financial Proposals are complete, and unconditional. The cost, quoted as minimum monthly fee, indicated in the Financial Proposal shall be deemed as final. The bidder quoting highest monthly rental fee (H1) would be the selected bidder.
- 24.4 In case, the Financial offers/ bids of 2 (Two) or more Bidders are equal for facility and the same is H1, then the Bidder having highest average annual turnover for the last three financial years shall be considered as Successful Bidder for the facility.
- 24.5 Financial bids of technically qualified bidders quoting below the quarterly fixed fee as per above table will be summarily rejected.

## **25 Selection of the Bidder**

- 25.1 The Bids will be evaluated based on the methodology as detailed in Clause 23 and 24 above.
- 25.2 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.

## **26 Declaration of Successful Bidder**

- 26.1 Prior to the expiry of the validity period for the Bid, SAI shall 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 Agreement, along with the afore-mentioned notification.
- 26.2 The failure of SAI and the successful Bidder to agree to the terms and conditions of the Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, may call for fresh proposals.



## 27 Security Deposit

27.1 In order to ensure the due performance of the awarded contract, the Successful Bidder shall, before entering into the Agreement with SAI, furnish an irrevocable bank guarantee for an amount of three times the consolidated per month Monthly Fee as a Security Deposit.

27.2 The Security Deposit in the form of Bank Guarantee or other valid formats like Fixed Deposit/ NEFT Transfer shall be drawn from any Scheduled Bank drawn in the favour of below account details, payable at SPORTS AUTHORITY OF INDIA, CANARA BANK, SAI Branch, A/c No. 8411101000001, IFSC Code - CNRB0008411” Bangalore and is to be deposited in the office at Sports Authority of India, Netaji Subhas Southern Centre, Mysore Road, Bangalore – 560056 and/or intimated to the office through mail.

Sports Authority of India  
CANARA BANK, SAI Branch,  
A/c No. 8411101000001, IFSC Code - CNRB0008411

The format for Security Deposit to be submitted in the form of Bank Guarantee is attached at Form 6.

27.3 The Security Deposit shall be valid, at all times, for a period of 180 (one hundred and eighty) days beyond the date of expiry of all contractual obligations under the Contract. 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.

27.4 All incidental charges whatsoever such as premium and commission with respect to the Security Deposit shall be borne by the Successful Bidder. No interest will be payable on the Performance Security by SAI

27.5 The performance security will be encashed by the authority/SAI in case of non-payment of monthly rental fee or any other dues payable to the authority or upon termination of the Contract agreement due to any default by the Selected Bidder. Upon such encashment and appropriation, the Selected Bidder shall except in the event of termination of the Contract agreement, within 30 (thirty) days thereof, replenish the performance security to its original level or provide a fresh performance security as the case may be, failing which the authority shall have the right to terminate this agreement with immediate effect.

27.6 In the event of any failure/any breach or violation on the part of the Successful Bidder, 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 Security Deposit by SAI.

## **28 Signing of contract**

At the same time as the Authority notifies the successful Bidder that its Bid has been accepted, the successful Bidder shall have to sign the contract/ agreement with relevant document as mentioned in this Document, within maximum 30 days from the date of notification of Award. The agreement draft along with other related terms and conditions will be same as furnished in this Bid. Any refusal will not be allowed. In case of delay, a penalty of 0.5% of monthly fee per day shall be imposed. In case delay period goes beyond 15 days, the engagement may be terminated by SAI and the Bidder may be debarred from bidding for SAI /SAI RFPs in future for a period of at least one year.

## **Section V: General Terms and Conditions of Contract**

### **29 General Provision**

- 29.1 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.
- 29.2 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.
- 29.3 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.
- 29.4 SAI may not award any work to the any Bidder at its own discretion without assigning any reason thereof.
- 29.5 Any default by the Bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 29.6 The decision of SAI arrived during the various stages of the evaluation of the bids will be 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.
- 29.7 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.
- 29.8 Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on SAI.
- 29.9 Bidders are requested to share information which is true and based some tangible proofs

### **30 Handover after completion/termination of contract**

After completion/Termination of the Contract, Selected Bidder will Handover the Facility to SAI in the same or better condition in which it was handed over to the Bidder by SAI. In addition, SAI reserves right to ask for compensation, withhold security deposits, or such monies till the receipt of compensation of such damages as assessed jointly with such selected bidder

### **31 Representations and Warranties**

31.1 SAI, along with its employees, representatives, advisers, makes 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.

### **32 Indemnifications and Liabilities**

32.1 The Bidder shall fully indemnify, hold harmless and defend 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.

32.2 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.

32.3 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/Service provider. The Successful bidder shall also indemnify SAI against any claims as consequence of merchandise quality and quantity,

food poisoning etc in relation to the day to day operations of the successful bidder. Any notice/proceedings/penalties by competent authorities against the operations of successful bidder in the name of SAI shall be indemnified fully and until closure of such proceedings.

- 32.4 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.
- 32.5 All claims regarding indemnity shall survive the termination or expiry of the Contract.

### **33 Termination**

33.1 Either Party may terminate this Agreement by serving prior written Notice of 60 days to the other party if services are not possible to be rendered as per applicable laws or professional obligations.

33.2 By SAI

SAI may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (i) to (ix) of this Clause 33.2. In such an occurrence SAI shall give a not less than sixty (60) days' written Notice of termination to the Successful Bidder/service provider. The selected bidder will have no right to claim any compensation.

- i. If the selected bidder 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 SAI may have subsequently approved in writing.
- ii. If the selected bidder becomes insolvent or bankrupt.
- iii. If the Selected bidder, in the judgment of SAI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- iv. If, as the result of Force Majeure, the selected bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- v. If SAI, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. In such an occurrence SAI shall give a written Notice of termination of not less than sixty (60) days to the Agency.
- vi. If the selected bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- vii. If any information provided by the selected bidder in the RFP submission is found to be false later on.
- viii. If the selected bidder creates any encumbrance on the Project Site/Project Facility

### 33.3 By selected bidder

The selected bidder may terminate this Contract, by not less than sixty (60) days' written notice to SAI, such notice to be given after the occurrence of any of the events specified in paragraphs (i) to (iv) of this Clause 33.3. In such cases, SAI reserves right to withhold the deposits/arrears due to the successful bidder to such time as required to assess the damages incurred due to such termination.

- i. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- ii. If SAI fails to comply with any final decision reached as a result of Arbitration proceedings.
- iii. If SAI has unlawfully repudiated the agreement or otherwise expressed its intention not to be bound by this Contract agreement / RFP.
- iv. If the selected bidder, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. In such an occurrence the selected bidder shall give a not less than sixty (60) days written Notice of termination to SAI.

## 34 Force Majeure

34.1 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.

34.2 If a Force Majeure situation arises, the Successful Bidder shall promptly notify SAI in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by SAI 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.

34.3 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.

34.4 In case due to a Force Majeure event, SAI is unable to fulfill its contractual commitment and responsibility, SAI will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

### 34.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, and timely intimation by the firm as mentioned in clause 34.2, the Authority shall assess the situation and then decide the application of Force Majeure. Once the duration is defined under the Force Majeure Category/ situation no payments are expected to be made by the selected bidder.

## 35 Dispute Settlement Mechanism

35.1 Amicable Settlement :-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.

35.2 Arbitration:-If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either SAI or the Successful Bidder may give Notice to the other party of its intention to commence arbitration, 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 before Indian Courts only. The award of the Arbitrator will be final and binding on the parties to the Contract.

35.3 Venue of Arbitration will be Bangalore and the Arbitration proceedings will be conducted in English Language.

35.4 Each party shall bear its own cost of preparing and presenting its own case (including all fees and other expenses), unless otherwise awarded by the sole Arbitrator.

35.5 The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of Arbitration proceedings.

35.6 All matters connected with this shall be governed by the Indian Laws both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the Courts of competent jurisdiction at Bangalore.

## 36 Applicable Law

36.1 The contract shall be governed by and interpreted in accordance with the Laws of India for the time being in force.

## 37 Corrupt or Fraudulent Practices

- 37.1 It is required by all concerned namely the Bidders/Successful Bidder etc. to observe the highest standard of ethics during the 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 or undesirable practice or restrictive practice in competing for the contract in question;
  - ii. Will declare the agency/coach ineligible or debar/blacklist, either indefinitely or for a stated period of time, to be awarded a contract by SAI if it at any time determines that the agency/coach has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.
  - iii. For the purpose of this clause (i) the following terms shall have the meaning hereinafter respectively assigned to them:
    - a) “corrupt practice” means (I)the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of SAI who is or has been associated in any manner, directly or indirectly, with the Selection Process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of SAI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (II) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LoA, who at any time has been or is a Legal, Financial or Technical Adviser of SAI in relation to any matter concerning the Project;
    - b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
    - c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process;
    - d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by SAI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of /Interest; and



- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **38 Confidentiality**

- 38.1 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.
- 38.2 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.
- 38.3 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 under Applicable Law.

### **39 Taxes and duties**

- 39.1 The total consolidated Monthly Fee agreed as part of this contract shall be exclusive of GST, statutory taxes, duties, cess and levies in India during the contractual period which will be paid extra by the Agency, at the rate applicable on the date of invoicing.

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**Appendix**

**Form1: Bid Submission Form**

(On Bidder's letter head)

(Date and Reference)

To,

The Regional Director I/C,  
Sports Authority of India,  
Netaji Subhas Southern Centre,  
Bangalore – 560056.

**Sub: APPOINT A MANAGEMENT OPERATOR TO OPERATE & MAINTAIN GROCERY SHOP OF SHOPPING COMPLEX AT SAI, NSSC, BANGALORE**

Dear Sir,

1. With reference to the RFP dated \_\_\_\_\_ for the above captioned project, and clarification issued by Sports Authority of India, Netaji Subhas Southern Centre, Bangalore thereof, I/We \_\_\_\_\_, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with SAI (Sports Authority of India) for engaging Management Operator for .....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 Eighty) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. I/ We, acknowledge and agree that SAI shall be entitled to forfeit the performance security without our protest and demur in case of any breach of terms and conditions of RPF/Agreement by us.
7. I/We certify that in the last three years, we or any of our Authorized Representatives 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 understand that SAI may cancel the Selection Process at any time and that SAI is neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
9. The undersigned is authorized to sign the documents being submitted through this RFP. (A

copy of Power of Attorney/Board Resolution is enclosed)

10. 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.
11. I/we certify that we fulfil the “Fit and Proper Person” criteria as mentioned in this RFP document.
12. 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.
13. It is certified that the Bidder is not 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)

## Form 2: Particulars of the Bidder

This information shall cover general/details of offer for coaching.

S. No.	Particulars	Details
1	Name	
2	Registered address	
3	Name of Proprietor/ Director/ Administrative Head	
4	Type of Ownership	
5	Proof of Support of above	Attach documents in support and list the documents attached here
6	Level/ Nature of Services to be offered	List level and if more than one level is offered then the differentiation to be amplified
7	No. of days of Operations/week and timings of services proposed	
8	Previous Experience	Attach documents in support and list the documents attached here
9	Annual Turnover & Net worth	Attach annexure if required and list the same here.

Date:  
Place:

Full name and signature of Bidder

Full name and signature of authorized signatory with seal of establishment (in case of agency)

Address:

Email:

Cell phone/landline no.

Website:

1. Declaration

Whether any inquiry, investigation, case, departmental or other proceeding in relation to any official case of Criminal offence or allegation of moral turpitude have been initiated / pending and or the Bidder has been convicted / held guilty by any ..... or Authority in this behalf-

Please mark (✓)

Yes:	No:
------	-----

I do hereby declare that all statements made in this proposal are true and correct to the best of my knowledge and belief. I understand that in the event of any information being found false or incorrect or not satisfying the prescribed eligibility criteria, my proposal is liable to be cancelled / rejected at any stage of selection.

Place:	Signature:
Date:	Name:

**Form 4: Financial Proposal (To be submitted through Online mode only)**

As per BOQ Uploaded in CPP Portal (as per .xls format uploaded on the portal)

## Annexure-I List of 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 RFP

Sl. No.	Criteria	Document to be submitted online
<b>I. General Documents</b>		
1	<b>Bid Security Deposit</b>	Scanned copy of Signed and Stamped Bid Security Deposit. In case of PBG in the form of Annexure-VI. Original Copy of EMD must be submitted To SAI on or before the Last Date of Submission of RFP
2	<b>Bid Submission Form</b>	Scanned copy of Signed and Stamped Bid Submission Form as per <u>FORM-I</u> .
3	<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.
4	<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.
5	<b>Annual turnover and Net worth</b>	As per RFP
<b>II.</b>		
<b>II.</b>		
7	<b>Experience</b>	As mentioned under Eligibility Criteria.
8	<b>Fit &amp; Proper Person</b>	As mentioned under Eligibility Criteria.
9	<b>Declarations regarding Non Blacklisting, Local Content and for GFR Clause 144(xi)</b>	As mentioned under Eligibility Criteria.
<b>IV</b>		
10	<b>Documents in respect to Technical Evaluation Criteria</b>	

**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 ‘II’ | POWER OF ATTORNEY (SAMPLE)**

**(Note- Board resolution in case of company)**

Know all men by these presents, we, ..... (Name of Firm and Address of the Registered Office) do hereby constitute, nominate, appoint and authorise 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 Authorised 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 Authorised 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 PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2020.

For .....  
(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

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

Notes:

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



S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)	Net Worth (in INR)
--------	----------------	--------------------------	--------------------

Select any three out of four previous financial years mentioned below.

- |    |  |         |  |
|----|--|---------|--|
| 1. |  | 2019-20 |  |
| 2. |  | 2020-21 |  |
| 3. |  | 2021-22 |  |
| 4. |  | 2022-23 |  |

**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 2022-23 is pending, provisional accounts certified by CA may be considered. Audited accounts and report prior to 2019-20 will not be accepted.

## ANNEXURE 'IV' | 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.
  1. 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.
  - 2.

### 4. PREPARATION OF BIDS

- (i). Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
- (ii). Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii). Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, Annual Reports, Auditor Certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **5. SUBMISSION OF BIDS**

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

## **6. ASSISTANCE TO BIDDERS**

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

## ANNEXURE 'V' | BANK GUARANTEE FORM FOR BID SECURITY

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

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

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

- a. Fails or refuses to furnish the performance security for the due Performance of the contract.

OR

- b. Fails or refuses to accept/execute the Contract.

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

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

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

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

## Annexure VI: Bank Guarantee Form for Security Deposit

To,  
The Regional Director I/C  
Sports Authority of India,  
Netaji Subhas Southern Centre,  
Bangalore

WHEREAS \_\_\_\_\_ (Name and Address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no \_\_\_\_\_ 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 ‘VII’ |- 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 Successful Bidder: \_\_\_\_\_
2. SAI’s Bidding Document/RFP No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the SAI.
3. Successful Bidder Bid No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the Successful Bidder 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 Successful Bidder
- (v) Price Schedule(s) furnished by the Successful Bidder in its Bid;
- (vi) SAI’s Notification of Award

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of services which shall be performed/ provided by the Successful Bidder 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 Successful Bidder executive duly authorised to sign on behalf of the Successful Bidder)

For and on behalf of \_\_\_\_\_  
(Name and address of the Successful Bidder)

\_\_\_\_\_  
(Seal of the Successful Bidder)

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

Place: \_\_\_\_\_