

RFP for *Engagement of an Event Management Agency for theme based performance/Act for the opening ceremony of 1st Khelo India Para Games, Delhi 2023*



SPORTS AUTHORITY OF INDIA

JAWAHARLAL NEHRU STADIUM COMPLEX, GATE NO.10, LODHI ROAD, NEW DELHI-110003

Website: <http://sportsauthorityofindia.nic.in> &
<https://eprocure.gov.in/eprocure/app>

E-mail: procurement.kheloindia@gmail.com

Request for Proposal

for

Engagement of an Event Management Agency for Performing a Theme Based Cultural Act at the Opening Ceremony of 1st Khelo India Para Games, Delhi 2023



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ABBREVIATIONS

RFP	Request for Proposal
LLP	Limited Liability Partnership
CPPP	Central Public Procurement Portal
QCBS	Quantity and Cost Based System
LOA	Letter of Award
PSU	Public Sector Unit
MOU	Memorandum of Understanding
PBG	Performance Bank Guarantee
INR	Indian National Rupee
FDR	Fixed Deposit Receipt



DISCLAIMER

This RFP is being issued by Sports Authority of India for Engagement of Event Management Agency for Performing a Theme Based Cultural Act at the Opening Ceremony of 1st Khelo India Para Games, Delhi 2023 on such terms and conditions and technical specifications as set out in this RFP document.

It is hereby clarified that this RFP is not an Agreement and is not an offer or invitation by SAI to any party hereunder. The purpose of this RFP is to provide the Bidder (s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information which the bidders may require. This RFP document may not be appropriate for all persons and it is not possible for SAI to consider needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. SAI and their Advisor make no representation or warranty and shall incur no liability financial or otherwise under any Law, Statute, Rules or Regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

SAI in their absolute discretion, but without being under any obligation to do so, may update, amend or supplement the information in this RFP document.



**SPORTS AUTHORITY OF INDIA (SAI),
GOVERNMENT OF INDIA**

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1. Introduction

Sports Authority of India under Ministry of Youth Affairs and Sports, Government of India invites Bids under two **bid**-basis, i.e., Technical Bid and Financial Bid for **“Engagement of an Event Management Agency for Performing a Theme Based Cultural Act at the Opening Ceremony of Khelo India Para Games 2023, Delhi”**. The opening ceremony is scheduled to be held on 11th December (tentative). Purpose of this RFP is to onboard an Event Management Agency (EMA), who can Design, Produce & Conduct a theme based cultural act at the Opening Ceremony of Khelo India Para Games, 2023.

The interested bidders must download the Bid documents from the CPP portal i.e., <https://eprocure.gov.in/eprocure/app> and submit their bids online through CPP portal on or before 30.11.2023.

All Bidders are advised to see Amendments to RFP, if any, before submission of the bids. In case the Bidder does not submit the amended bids/amendments, it shall be presumed that Bidder has seen the amendments/Amended bids and e-bid shall be evaluated accordingly.

Sports Authority of India reserves the right to cancel the bid at any time or amend/withdraw any of the terms and conditions contained in the Bid Document without assigning any reason thereof.

**Deputy Director
Sports Authority of India
Govt. of India**



2. DETAILED NOTICE INVITING E-TENDER

CPPP has invited in single stage two cover system i.e., Request for Technical Bid (online Bid under Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):

Sr. No.	Information	Details
1	Description of Work/Services	Theme Based Cultural Act
2	EMD	INR 1,40,000
3	Start Date & Time of Bid Preparation and Submission	25.11.2023 at 5:30PM
4	Last Date of Bid Submission	30.11.2023 at 6:00PM
5	Date of Opening of Bid	01.12.2023 at 6:00PM



3. DATA SHEET

Sr. No.	Activity Description	Details
1	Date of Availability of RFP	25.11.2023 at 5:30PM
4	Proposal Due Date	30.11.2023 at 6:00PM
5	Technical Proposal Opening Date	01.12.2023 at 6:00PM
6	Technical Presentation	To be communicated later to the shortlisted bidders
7	Financial Proposal Opening	To be communicated later to the shortlisted bidders
8	Letter of Award (LOA)	To be communicated later
9	Signing of Agreement	Within 2 days of submission of PBG.
10	Tender Documents on Website	CPP Portal
11	Method of Selection	Quality and Cost Based System (QCBS) (70:30)
12	Bid Validity Period	75 days



4. INSTRUCTIONS TO BIDDERS

- 4.1 Cost of Bid: The bidder shall bear all costs associated with the preparation and submission of bid and SAI in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process. SAI reserves the right to increase or decrease the quantity to be ordered up to 25% of the total contract value.
- 4.2 All Bidders are required to pay Bid Security Fee as per the details mentioned in data sheet. MSME exemption shall be given provided they are registered with the Central Purchase Organization or the concerned ministry or department.
- a) The Bid Security shall be furnished in one of the following forms:
- Account Payee Demand Draft
 - Fixed Deposit Receipt
 - Banker's cheque / Pay Order
 - Bank Guarantee from any of the commercial banks
 - NEFT transfer to:
"SECRETARY, SAI (KHELO INDIA)
Union Bank of India Account No: 108510100032325, IFSC No. UBIN0810851
(Bidder must upload challan/proof along with Bid in CPP Portal)
 - Valid Insurance Surety Bonds
 - e-Bank Guarantee
- b) Bid securities of unsuccessful bidders during first stage i.e. technical evaluation will be returned within 30 days of declaration of result of first stage i.e. technical evaluation.
Bid securities of unsuccessful bidders during second stage i.e. financial evaluation will be returned within 30 days of award of contract.
The Bid Security of successful Bidders will be returned without any interest, after receipt of Performance Security from that Bidder.
- c) The bid security is to remain valid for a period of forty-five days beyond the final bid validity period, i.e. $75+45 = 120$ days.
- d) The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP, no relaxation of any kind on Bid Security shall be given to any Bidder.
- 4.3 The bidder is expected to examine all instructions, forms, terms, and conditions laid down in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.
- 4.4 The bidder shall not make or cause to be made by any alternation, erasure, or obliteration to the text of the RFP document.
- 4.5 Preparation of Bids**
- a) **Language:** Bids and all accompanying documents shall be in the English Language. In case any accompanying materials are in other languages, notarised English Translation shall accompany it. The English version shall prevail in matters of interpretation.



- b) **Form of Bid:** The form of a bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.
- c) **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian National Rupee (INR / Rs.), and payment under this contract will be made in Indian National Rupees (INR / Rs.).

4.6 Format and Signing of Bid

- a) The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorised to sign on behalf of the bidder.
- b) The bid shall contain no alternations, omissions, or additions except those to comply with an instruction issued by SAI or are necessary to correct errors made by the bidder, in which case such corrections shall be initialled/signed by the person signing the bid.
- c) The proposal shall be properly bound, indexed, and serially numbered.

4.7 Submission of Bids

- a) Please refer to CPP Portal- <https://eprocure.gov.in/eprocure/app> and for instruction on online bid submission Annexure-XII
- b) SAI will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.
- c) In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time on the next working day. (Working day means the day when the office opens after the holiday for routine work.
- d) The bid is to be opened at the prescribed time and date as indicated in RFP Bid schedule. During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).
- e) Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Data Sheet shall not be considered.
- f) The Bidders are required to upload the documents as per Documents to be submitted in Evaluation and Eligibility criteria of this RFP.
- g) Bidders shall submit 'Online Bid' only in PDF/Scanned copy in PDF format. Hard Copy of Bid documents will not be accepted.
- h) The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
- i) Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- j) All terms and conditions in the bid document shall stand freeze on the date of opening of the bid.
- k) 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.
- l) Each page of the Bid document submitted by bidder shall be signed sealed by the bidder or its authorized signatory.

4.8 Late and Delayed Bids:

- a) Bids must be received no later than the date and time stipulated in the RFP document. SAI may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of SAI and the bidder will be the same.
- b) Any bid received by SAI after the deadline for submission of bids, as stipulated above, shall not be considered.

4.9 Opening and Evaluation of Technical Bid

- a) Technical Bids will be opened as per the date and time mentioned at CPP Portal.
- b) The Technical Bid of the bidder would be evaluated as per the evaluation criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, SAI



reserves the right to seek clarification/documents from the bidders if SAI considers it necessary for proper assessment of the bid.

- c) The Technical Bids will be evaluated based on eligibility criteria and only those Bidders whose Technical Proposals get a score of minimum 70 (**seventy**) marks or more out of 100 (One Hundred) shall qualify for financial bid opening and shall be ranked from highest to the lowest based on their technical score (St).

4.10 Opening of Financial Bid and Final Evaluation

- a) Financial Bids should be submitted in the price bid cover of the CPP portal in the pdf format as per **Annexure- IX**.
- b) The Bids of bidders meeting the eligibility criteria at Clause 5 (eligibility criteria), will be evaluated based on the QCBS method as mentioned in GFR 2017 (192) and the evaluation criteria is mentioned in Clause 6 of the RFP.
- c) Overall weightage of 30% for Financial Bid and 70% for Technical Bid shall be considered while calculating final score.
- d) The Bid of the Bidder who gets the highest marks shall get the maximum weightage in Technical Evaluation, i.e., 70 marks and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.
- e) A Bidder must get a minimum of 70 marks (out of 100 marks) in the Technical Evaluation to proceed to opening of Financial/Price bid. The price bids of bidders scoring the minimum required marks of 70 in the Technical Evaluation Criteria will only be opened.
- f) The Bid of the Bidder who submits the lowest Financial/Price bid shall get the maximum weightage (30 marks) and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.
- g) The Bid of the Bidder, who obtains the highest total score (Ts) across the technical Bid and the Financial/Price bid, will be rated as the 'Best Bid' and will be declared as the successful Bidder. Ts will be calculated as defined below:

$$Ts = (Sf_{low} / Sf) * 30 + (St / St_{high}) * 70$$

Where,

- Sf: Evaluated/Quoted Bid Price
- Sf_{low}: The lowest of all Evaluated Bid Prices among responsive Bids
- St: The total Technical Score awarded to the Bid
- St_{high}: The Technical Score achieved by the Bid that was scored best among all responsive Bids

- h) In the event that one or more Bidders have the same Ts value, the Bid with the lowest quoted price will be treated as "Best Bid". In case of further tie, the bidder with highest technical score (St) will be rated as the 'Best Bid'. Further, in the event that the bidders are still maintaining a tie, the bid from the bidder with the highest average turnover in the last 03 financial years ending March-2023, will be rated as the 'Best Bid'.
- i) Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the LOA (Letter of Award). In such an event, SAI reserves the right to take any such measure as may be deemed fit in the sole discretion of SAI, including annulment of the Bidding Process.

4.11 Right to accept any Bid and to reject any or all Bids.



- a) SAI is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process.
- b) SAI may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/state government ministry/Directorate/institutions/local bodies/municipalities/PSUs, etc.
- c) SAI may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

4.12 Award of Contract

- a) SAI will Award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.
- b) SAI will communicate the outcome to the Successful Bidder by mail confirmed by letter transmitted by registered/speed post that its bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which SAI will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.
- c) The Successful Bidder will be required to commence the assignment at the earliest, as communicated by SAI in this regard.
- d) The Successful Bidder will be required to execute the contract for the services within a period of seven (7) days from the date of submission of performance security.

4.13 Performance Security

- a) The successful bidder in each category, within 5 (five) days from the date of the issuance of notification of award by SAI, shall furnish Performance guarantee as per the format attached with **Annexure- XI**, to SAI for an amount equivalent to three per cent (3%) of the total value of the contract.
- b) Performance Security will be in the form of Account payee demand draft, fixed deposit receipt (FDR), e-Bank guarantee, NEFT / RTGS, Insurance Surety Bonds, Bank Guarantee (BG) of any Commercial Bank drawn in the name of "SECRETARY (SAI), KHELO INDIA" payable at New Delhi to be deposited in the Office of Khelo India Secretariat, Ramp 5, North Block, JLN Stadium, Lodhi Road, New Delhi - 110003.

SECRETARY, SAI
Union Bank of India
Account No: 108510100032325
IFSC No. UBIN0810851

- c) SAI will have the right to invoke the Performance Security without assigning any reasons if the selected Bidder defaults or is deemed to have defaulted and/or defaults in any terms of the tender documents and empanelment may be cancelled and contract shall eventually be terminated.
- d) Successful Bidder shall be required to give Performance Security within 05 days of issuance of Notification of Award by SAI. In the event of default in submission of Performance Security within the stipulated time, the Bidder shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the total contract value per day of delay subject to a maximum delay of 3 (three) days unless payment in a staggered manner is allowed. If delay continues beyond 3 (three) days, SAI shall have the right to cancel empanelment/Award with the right to other Legal Remedies that may be available under the law against that Bidder.
- e) The Performance Security should remain valid for an additional period of 60 (sixty) days beyond the timelines mentioned in the "Letter of Award".

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5. ELIGIBILITY CRITERIA

Bidders must carefully read the conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following Minimum Eligibility Criteria:

CRITERIA	REQUIREMENTS	DOCUMENTARY EVIDENCE
Legal Entity	<p>The bidder may be a Single Business Entity. For this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act, 1956 or 2013 or a Partnership Firm registered under the Limited Liability Partnership Act of 2008 or Indian Partnership Act, 1932.</p> <p>The agency should have a track record of providing relevant services related to Event Management for at least 3 years as on March 31, 2023.</p>	<p>Certificate of Registration/Incorporation (s) and Work Order/Work Completion Certificate from previous events where relevant services were provided.</p>
Financial Capacity	<p>The bidder should have a minimum average annual turnover of ₹ 1.5 cr any three of the previous five financial years up to year ending FY 2022-23.</p>	<p>Certificate from statutory auditor/audited financial statements for the five previous financial years</p>
Bidder Experience	<p>The Bidder should have experience of providing Event Management services to any Central/State Department/PSU/ National Sports Society/ National Sports Federation in India within the last 5 years with minimum contract value as mentioned below-</p> <p>One project of minimum Rs 56 Lakhs OR</p> <p>Two projects of minimum Rs 35 Lakhs each OR</p> <p>Three projects of minimum Rs 28 Lakhs each</p>	<p>Work Order/LOA (Contract value & scope of work to be mentioned) & Completion Certificate/ Certificate from statutory auditor.</p>
Blacklisting	<p>The Applicant/Bidder should not stand debarred/blacklisted on bid submission date by any Government Departments, Undertakings and Agencies in India.</p>	<p>Undertaking</p>



6. EVALUATION CRITERIA

S. NO.	CRITERIA	MAX. MARKS	DOCUMENT/EVIDENCE REQUIRED
1.	<p>Experience of Agency in undertaking similar events/acts* including all ancillary requirements of the act/event (International/National) in the last 5 Years as below:</p> <ul style="list-style-type: none"> • Upto 3 events/acts - 7 marks • 4 to 8 events/acts - 15 marks • Above 8 events/acts - 20 marks <p>(*Minimum value of each performance to be considered for evaluation is Rs. 20 Lakhs)</p>	20	Work Order/ LOA & Completion Certificate or certificate from Statutory Auditor. (Contract value & scope of work to be mentioned)
2.	<p>Minimum average annual turnover over any three of the previous five financial years up to year ending FY 2022-23 as mentioned below-</p> <p>Rs 1.5 Cr. to less than Rs 2.5 Crore - 7 Marks Rs 2.5 crore to less than Rs 5 crore - 15 Marks Rs 5 crore and above- 20 Marks</p>	20	Signed and scanned copy of Certificate from a Chartered accountant
3.	<p>Relevant experience of Agency in undertaking similar events (International/National/State) with minimum contract value of Rs 50 Lakhs:</p> <ul style="list-style-type: none"> • Single project of min. Rs 50 Lakhs - 10 marks • More than one project of min. Rs 50 Lakhs - 20 Marks 	20	Work Order and Completion Certificate or certificate from Statutory Auditor (Contract value & scope of work to be mentioned) **
4.	<p>Technical Presentation: The bidders will have to come up with a concept centered around G20, Para-Sports, diversity of cultures across India as well as cultural roots of modern India and present the theme for the cultural act.</p> <ul style="list-style-type: none"> • Theme and Overall Idea of the cultural act- 20 Marks • Quality of the artists, Performers – 10 marks • Décor, Props, Lighting effects etc – 10 marks <p>Note: Presentation should also include the approach and methodology for the theme based cultural act.</p>	40	To be shown in the Technical Presentation
TOTAL		100	
QUALIFYING MARKS			70

Notes:

1. *Similar experience/events means experience in the following events:
 - Sports
 - Awards function
 - Business summit

Social events like private parties, marriages, etc shall NOT be considered for evaluation.

RFP for Engagement of an Event Management Agency for theme based performance/Act for the opening ceremony of 1st Khelo India Para Games, Delhi 2023



To assist their presentations, the Bidder will also be expected to give detailed technical specifications of the proposed elements in the following format:

S. NO.	ELEMENTS	TECHNICAL SPECIFICATION
A.	Music <ul style="list-style-type: none"> • Composition • Recording • Theme Songs 	
B.	Décor <ul style="list-style-type: none"> • Stage • Stadium (if required as per creative theme) 	
C.	Sound	
D.	AV Equipment	
E.	Interactive Kits	
F.	Special Lighting Effects <ul style="list-style-type: none"> • Laser • Xenon Projection • Water Screen 	
G.	Artists/Performers (100-200 performers required for the cultural act)	
G	Duration of the act (Minimum 10 Minutes)	
H.	Choreographer	
I.	Costumes <ul style="list-style-type: none"> • Designing • Materials • Stitching 	
J.	Acoustics	
K.	Master of Ceremony	
L.	Any other necessary arrangements including stage, light and sound etc.	

NOTE :

Bidders shall also provide information related to deployment.



7. TERMS OF REFERENCE

1. Project Background

The Ministry of Youth Affairs and Sports (MYAS) Government of India and the Sports Authority of India, intend to jointly conduct the first edition of the 'Khelo India Para Games' under the 'Khelo India' initiative. The dates mentioned here are tentative and change (if any) in the same will be communicated to the bidders. This will be a multi-days, multi-sport event.

2. Objective

The objective of this RFP is to engage an Event Management Agency (EMA), who can Design, Produce & Execute a Theme Based Cultural Act at the Opening Ceremony of the Khelo India Para Games, 2023. The overall scope of services for Event Management of KIPG 2023 is not included in the Scope of Work of this RFP. The successful bidder of this RFP shall cooperate with all the Event Management Agencies hired for the conduct of KIPG 2023.

3. Scope of Services

S. NO.	PARTICULARS	SCOPE OF SERVICES
1.	Theme Based Cultural Act	<p>The Agency hired for Theme based cultural act for KIPG 2023 will conceptualize, organize, manage, fabricate, and execute the theme-based performance at the opening ceremony of Khelo India Para Games Delhi 2023.</p> <p>Considering the recent performance of para-athletes in Asian Para Games and to further encourage and motivate para-athletes across India, one more thematic combined performance/Act which covers the theme of Ek Bharat Shreshtha Bharat, modern India with a vision of progressive Para Sports, geographical and cultural diversity of India with inclusiveness may also be performed. An indicative Scope of elements for reference only: A thematic combined performance/Act which covers the theme of Ek Bharat Shreshtha Bharat, modern India with a vision of progressive Para Sports, geographical and cultural diversity of India with inclusiveness may also be performed.</p> <p>It should have 100-200 performers encapsulating sporting and diverse culture theme. It will be preferred to have Intelligent Lighting with thematic effects & programming the acts of para sports including wheelchair performance amalgamated with rich and diverse culture of India. State of the art technologies, special effects of sound, Aerial Rigging for Aerial Acts & Performances, Projection Mapping, Harnessing for Artists, High end trussing with H section and intelligent light to bring grandeur and resonating the idea of modern India with uniqueness. in Composition of a theme-based song which includes music direction, sound engineering, SFX, Studio Dubbing, sound mixing and final mastering.</p> <p>Complete Venue Audio Surround Sound</p>

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		<p>Further, the performance should be youthful and energetic and full of celebration. The choreography should be innovative integrating theme of the contemporary and the classical, creating a visual spectacle for the ceremony. The tentative duration of this performance act is expected around 10mins. Any other element which may be deemed fit as per the theme of the ceremony.</p> <p>The transportation, installation and uninstallation of setup , if any, safety of personnel and equipment will be the sole responsibility of the Agency.</p>
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Annexure-I- Format of Pre-Proposal Queries

To,
Deputy Director
Khelo India,
Sports Authority of India,
Jawaharlal Nehru Stadium Complex, gate no.10,
Lodhi Road, New Delhi-110003

Sub: Engagement of an Event Management Agency for Ceremonies of the 1st Khelo India Para Games 2023,
Delhi

Ref: RFP No.

Dear ...

The following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject RFP. These Clarifications are exhaustive.

S.No.	Clause No. and Page reference	RFP text	Query
1			
2			
...			

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)

Note: On the Letterhead of the Bidder



Annexure-II- Tender Submission Letter

To,
Deputy Director
Khelo India,
Sports Authority of India,
Jawaharlal Nehru Stadium Complex, gate no.10,
Lodhi Road, New Delhi-110003

Sub: 'Engagement of an Event Management Agency for Ceremonies of the Khelo India Para Games 2023, Delhi'

Ref: RFP No.

I/ We, the undersigned, offer to provide the above services to SAI. We are hereby submitting our bid, in a sealed envelope.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) I/We have carefully read the terms and conditions of the tender document attached hereto and hereby agree to abide by the said terms and conditions.
- (c) The bid is unconditional.
- (d) I/We undertake that documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (e) We shall make available to the SAI any additional information it may find necessary or require clarifying, supplement or authenticate the Bid.
- (f) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between SAI and us subject to the modifications, as may be mutually agreed to, between SAI and us.
- (g) We agree to keep this bid valid for acceptance for a period of one hundred eighty (180) days from the date of opening the bid.

We understand that the SAI is not bound to accept any tender that the SAI receives.

Yours faithfully,

Authorized Signatory

(with Name, Designation, Contact no. and Seal)

Note: On the Letterhead of the Bidder.



Annexure-III- Bidder's Authorization Certificate

To,
Deputy Director
Khelo India,
Sports Authority of India,
Jawaharlal Nehru Stadium Complex, gate no.10,
Lodhi Road, New Delhi-110003

Sub: 'Engagement of an Event Management Agency for Ceremonies of the Khelo India Para Games 2023, Delhi'

Ref: RFP No.

Dear

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorised to sign relevant documents on behalf of the company/ firm in dealing with tender No. _____ dated _____. He/ She is also authorised to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Verified Signature: -

Seal of the Organisation: -

Date: -

Place: -

Note: Please attach the valid power of attorney in favour of the person signing this authorisation letter.



Annexure-IV- Performa for Affidavit

(on non-judicial stamp paper of Rs. 100/-)

I _____ Proprietor/Director/Partner of the firm M/s._____ do hereby solemnly affirm that our firm M/s._____ has never been blacklisted/debarred by any organization/office and there has not been any work cancelled against them by any Employer for poor performance in the last ten years reckoned from the date of invitation of Bid.

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____



Annexure-V- Information on Bidder's Organisation

S.No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST Registration No. (Copy of certificate to be submitted)	
6.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

Date: _____

Note: Please attach relevant supporting documents like Power of Attorney, Certificate of Incorporation, GST IN, TAN, PAN.



Annexure-VI- Format for Financial Capacity

Financial Year	Annual Turnover from Event Management Services
2018-19	
2019-20	
2020-21	
2021-22	
2022-23	

Note: All figures quoted above shall be substantiated by attaching the copy of Audited Annual Reports or a certificate from a Chartered Accountant.



Annexure-VII- Relevant Experience

Section 1: Relevant Experience in Similar Assignments

Experience of Agency in providing Event Management Services

Assignment name:	Country: Location within the country:
Name of Client	Address
Name of the Legal Entity in whose name the contract is:	Duration of assignment (months):
No. of person months of the assignment:	Start date (Month/year): Completion date (Month/year):
Approx. value of the overall contract (in INR or equivalent in INR):	Approx. value of the services provided by your firm under the contract (in INR or equivalent in INR):
Narrative description of the Project:	
Detailed Scope of services, coverage and relevance to this project:	

Note:

1. Use Separate Sheet for each Assignment
2. Supporting documents such as copies of documents as stipulated in the **Eligibility Criteria** to be attached. Assignments that are not supported by documentary evidence shall not be considered for evaluation.



Annexure-VIII- Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record: (Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name of Project	Description of responsibilities
-----------------	---------------------------------

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorized signatory of the Applicant)



Annexure-IX- Price Bid Summary

Sl. No.		Qty.	Rate (Excl. of Tax) in INR	Applicable Tax (GST) %	Quote (Incl. of Tax) in INR
			1	2	3= 1+(2*1)
I	Lump Sump Cost towards Theme Based Cultural Act at the Opening Ceremony	1	To be filled in Online mode in the BoQ available on CPP portal only. Rate submitted in Technical bid may lead to disqualification.		A1
Total Quoted Price to considered for Financial Evaluation: 'Sf'					A1

NOTE:

Price Bid should not be part of Technical Bid

RFP for *Engagement of an Event Management Agency for theme based performance/Act for the opening ceremony of 1st Khelo India Para Games, Delhi 2023*





Annexure-X- DRAFT FORM OF CONTRACT

CONTRACT

for

Engagement of an Event Management Agency for Performing a Theme Based Cultural Act at the Opening Ceremony of 1st Khelo India Para Games, Delhi 2023

Between

Sports Authority of India, Government of India

and

XXXXXX

Dated: XX XXXXX 2023



I. CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made on XXXXXX 2023, between Sports Authority of India (hereinafter called the “Employer”), of the First Part and, XXXXXXXXXXXXXXXX (hereinafter called the “Agency”) of the Second Part.

WHEREAS

- (a) the Agency, having represented to the “Employer” that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this contract;
- (b) the “Employer” has accepted the offer of the Agency to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following General Conditions of Contract (GCC) shall be deemed to form an integral part of this Contract:
 2. The mutual rights and obligations of the “Employer” and the Agency shall be as set forth in the Contract, in particular:
 - (a) the Agency shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - (b) the “Employer” shall make payments to the Agency in accordance with the provisions of the Contract.
- Request for Proposal (RFP) Document, pre-bid clarifications if any and financial proposal shall form part of this contract agreement.

IN WITNESS WHEREOF, the Parties hereto have signed in their respective names as of the day and year first above written.

For and on behalf of <u>Sports Authority of India</u> _____ Designation,	For and on behalf of XXXXXXXXXXXXXXXX _____ Designation.
Witness 1.	Witness 1.



II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

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

- (a) "Applicable Law" means the laws and any other instruments having the force of Law in India for the time being.
- (b) "Agency" means {Name of Agency} that will provide the Services to the "Employer" under the Contract.
- (c) "Contract" means the contract signed by the Parties and all the attached documents listed in its **Clause 1** that is the General Conditions (GC) with 9 clauses in total.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to **Clause GC 2.1**.
- (f) "Foreign Currency" means any currency other than the currency of the "Employer's country."
- (g) "GC" means these General Conditions of Contract.
- (h) "Local Currency" means Indian Rupees.
- (i) "Party" means the "Employer" or the Agency, as the case may be, and "Parties" means both of them.
- (j) "Personnel" means professional services provided by the Agency assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in **Clause GC 4.2(a)**.
- (k) "Reimbursable expenses" means all assignment-related costs as admissible to be reimbursed [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (l) "SC" means the Special Conditions of Contract by which the GC as may be amended or supplemented with the approval of the parties.
- (m) "Services" means the work to be performed by the Agency pursuant to this Contract,
- (n) "Sub-Agencies" means any person or entity to whom/which the Agency subcontracts any part of the Services, with the approval of the Employer.
- (o) "Third Party" means any person or entity other than the "Employer", or the Agency.
- (p) "In writing" means communicated in written form.

1.2. Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Agency. The Agency, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible and accountable for the Services performed by them or on their behalf hereunder.



For the limited purpose of purchasing materials and engaging the services of the Third Parties, which are necessary for providing the Services under this Agreement, Employer hereby appoints Agency as its Limited Agent.

Save and except for the “Limited Agency” created under this Agreement, Agency agrees that it is an independent Party and that neither party is the legal representatives of the other and further, Agency Personnel and other Third Party engaged to perform Services under this Agreement are not the employees of Employer.

1.3. Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4. Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5. Notices

1.5.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address provided by the employer.

1.5.2. A Party may change its address for notice, hereunder by giving the other Party sufficient time in notice in writing of such change to the address provided by the employer.

1.6. Location: The Services shall be performed in Delhi and where the location of a particular task is not so specified, at such locations, as the “Employer” may approve.

1.7. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Agency may be taken or executed by the officials specified in the SC.

1.8. Taxes and Duties: The Agency, shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.9. Fraud and Corruption

1.9.1. Definitions: It is the Employer’s policy to require that Employer as well as Agencies observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “collusive practices” means a scheme or arrangement between two or more Agencies, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;



- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract

1.9.2 Measures to be taken by the Employer

- a) The Employer may terminate the contract if it determines at any time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Agency having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- b) The Employer may also issue sanction against the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.9.3 Commissions and Fees

At the time of execution of the Contract, the Consultant shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effective Date for Commencement of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer’s Notice to the Agency instructing the Agency “to begin carrying out the Services. This Notice shall confirm that the conditions precedent and effective conditions, if any, listed in the SC have been met and/or shall be complied within the given time.
- 2.2 Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period, after the date of the Contract signed by the Parties as specified in the agreement, the Employer may, by not less than Twenty-One (21) days written Notice to the Agency, declare this Contract to be null and void, and in the event of such a declaration by the Employer, neither Party shall have any claim against the other Party with respect thereto.
- 2.3 Commencement of Services:** The Agency shall begin carrying out the Services not later than 7 days, after the execution of the contract.
- 2.4 Expiration of Contract:** Unless terminated earlier pursuant to **Clause GC 2.9** hereof, this Contract shall expire immediately after the end of the event.
- 2.5 Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications or Variations:**



- a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to **Clause GC 7.2** here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition

- a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Agencies or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c) Subject to **clause 2.7.2**, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken:

- a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than seven (7) days following the occurrence of such event, providing Evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.



- c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by the “Employer”, shall either:
 - (i) demobilize, or
 - (ii) continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
- e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to **Clause GC 8**.

2.8 Suspension

The “Employer” may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract or as instructed by the “Employer”.

2.9 Termination

2.9.1.1 By the “Employer”: The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause.

- a) If the Agency fails to respond to a Notice of suspension pursuant to **Clause GC 2.8** hereinabove.
- b) If the Agency becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Agency fails to comply with any final decision reached as a result of Arbitration proceedings pursuant to **Clause GC 8** hereof.
- d) If the Agency, on due investigation and in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Agency submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- e) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- f) If the Agency fails to provide the quality services as envisaged under this Contract. The Employer may review at its discretion if so decide to give one chance to the Agency to improve the quality of the services.
- g) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- h) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence as aforesaid the “Employer” shall give a not less than fifteen (15) days’ written Notice of termination to the Agency.

2.9.2 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to **Clauses GC 2.2** or **GC 2.9** hereof, or upon expiration of this Contract pursuant to **Clause GC 2.4** hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in **Clause GC 3.3** hereof, (iii) the



Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in **Clause GC 3.6** hereof, and (iv) any right which a Party may have under the Law.

2.9.3 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to **Clauses GC 2.9.1.1** or **GC 2.9.2** hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the "Employer", the Agency shall proceed as provided, respectively, by **Clauses GC 3.9** or **GC 3.10** hereof.

2.9.4 Payment upon Termination: Upon termination of this Contract pursuant to **Clauses GC 2.9.1** or **GC 2.9.2** hereof, the "Employer" shall make the following payments to the Agency:

- a) If the Contract is terminated pursuant to **Clause 2.9.1.1 (g), (h)**, remuneration pursuant to **Clause GC 6.3** hereof for Services satisfactorily performed as per the agreed scope prior to the effective date of termination, and reimbursable expenditures for expenditures actually and reasonably incurred prior to the effective date of termination;
- b) If the agreement is terminated pursuant of **Clause 2.9.1.1 (a) to (f)**, the Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of **Clause 9** of this agreement. The Agency will be required to pay any such damages to client within 30 days of termination date.

2.9.5 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of **Clause GC 2.9.1.1** or in **Clause GC 2.9.2** hereof has occurred, such Party may, within Thirty (30) days after receipt of Notice of termination from the other Party, refer the matter to **Clause GC 8** hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting Arbitral Award.

3. OBLIGATIONS OF THE AGENCY

3.1 General

3.1.1 Standard of Performance: The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective Equipment, Machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Employer", and shall at all times support and safeguard the "Employer's legitimate interests in any dealings with Sub-Agencies or Third Parties.

3.2 Conflict of Interests: The Agency shall hold the "Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Agency shall promptly disclose the same to the Employer and seek its instructions.



3.2.1 AGENCY not to benefit from Commissions, Discounts, etc.:

- a. The payment of the Agency pursuant to **Clause GC 6** hereof shall constitute the Agency's only payment in connection with this Contract and, subject to **Clause GC 3.2.2** hereof, the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub-Agencies, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- b. Furthermore, if the Agency, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Agency shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.2.2 AGENCY and Affiliates Not to Engage in Certain Activities: The Agency agrees that, during the term of this Contract and after its termination, the AGENCY and any entity affiliated with the Agency, as well as any Sub-Agencies and any entity affiliated with such Sub-Agencies, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Agency's Services for the preparation or implementation of this project.

3.2.3 Prohibition of Conflicting Activities: The Agency shall not engage and shall cause their Personnel as well as their Sub-Agencies and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality:

Except with the prior written consent of the "Employer", the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Intellectual Property Rights:

The Agency may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Agency owns or has the right to use in performing the service. Notwithstanding the delivery of any reports, the Agency retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the services), and in any working papers compiled in connection with the services (but not any information pertaining to Sports Authority of India reflected in them).

3.5 Liability of the AGENCY: The Agencies' liability under this contract shall be provided by the Applicable Law.

3.6 Insurance to be Taken out by the AGENCY: The Agency:

- (i) shall take out and maintain, and shall cause any Sub-Agencies to take out and maintain insurance, at their (or the Sub-Agencies', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for any other coverage specified by the employer.
- (ii) at the "Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.



3.7 Accounting, Inspection and Auditing:

Agency agrees to keep full and proper records of all third-party invoices and travel expenses that support charges that have been billed to Employer pursuant to this Agreement (“Records”). Any such Records shall be kept for a period of not less than eighteen (18) Months after the relevant transaction or, if the Agency /Employer relationship terminates or expires, eighteen (18) Months after the effective date of the termination or expiration, whichever comes first. Upon ten (10) days prior Notice to Agency, Employer or its authorized representatives will be entitled to have such Records examined during Agency’s normal business hours.

Under no circumstances will Employer have access to Agency’s general ledger information, Agency overhead or profitability data or to payroll, salary or bonus information, or timecards or other employee, personnel, and/or individual compensation records, or information indicating the date of payment by Agency of third-party invoices, or internal or external Agency correspondence or communications regarding the keeping of client’s records or regarding any other Client Audit.

3.8 AGENCY’s Actions Requiring “Employer’s Prior Approval: The Agency shall obtain the “Employer’s prior approval in writing before taking any of the following actions:

- a) Any change or addition to the Personnel submitted as per the format attached with **Annexure- VIII**.
- b) Subcontracts: the Agency may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the “Employer”. Notwithstanding such approval, the Agency shall always retain full responsibility for the Services. If any Sub-Agencies are found by the “Employer” to be incompetent or incapable or undesirable in discharging assigned duties, the “Employer” may request the Agency to provide a replacement, with qualifications and experience acceptable to the “Employer”, or to resume the performance of the Services itself.

3.9 Reporting Obligations: The Agency shall submit to the “Employer” the all the final reports and documents, in the form, in the numbers and within the time periods notified by SAI. Final reports shall be delivered in the form of hard copies.

3.10 Documents Prepared by the Agency to be the Property of the “Employer”:

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Agency and third parties for purposes of development of any such computer programs, the Agency shall obtain the “Employer’s prior written approval to such Agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.11 Equipment, Vehicles and Materials Furnished by the “Employer’s

Equipment, vehicles and materials made available to the Agency by the “Employer” or purchased by the Agency wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer’s instructions. While in possession of such Equipment, Vehicles and materials, the Agency, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.



3.12 Equipment and Materials provided by the Agencies: Equipment or materials brought into the Government's Country by the Agency and the Personnel and used either for the Project or personal use shall remain the property of the Agency or the Personnel concerned, as applicable.

4. Consultancy Agency

4.1 General: The Agency shall employ and provide such qualified and experienced Personnel as are required to carry out the Services as are approved by the Employer.

4.2 Description of Personnel:

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Agency's Key Personnel are as per the Agency's. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b) If required to comply with the provisions of **Clause GC 3.1.1** hereof, adjustments with respect to the estimated periods of engagement of Key Personnel may be made by the Agency by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or One Week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in **Clause GC 6.1(b)** of this Contract. Any other such adjustments shall only be made with the "Employer's written approval.

(c) If additional work is required beyond the scope of the Services specified in **Section 7** of this RFP, the estimated periods of engagement of Key Personnel may be increased by a separate Agreement in writing between the "Employer" and the Agency. In case where payments under this Contract exceed the ceilings set forth in **Clause GC 6.1(b)** of this Contract, this will be explicitly mentioned in the Agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-Agencies listed by title as well as by name are hereby approved by the "Employer". In respect of other Personnel which the Agency proposes to use in the carrying out of the Services, the Agency shall submit to the "Employer" for review and approval a copy of their Curriculum Vitae (CVs).

4.4 Resident Project Manager: If required by the employer, the Agency shall always ensure that during the Agency's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE "EMPLOYER"

5.1 Assistance and Exemptions: The "Employer" shall use its best efforts to ensure that the Government shall:

- a) Provide the Agency with work permits and such other documents as shall be necessary to enable the Agency to perform the Services.



- b) Issue to Officials, Agents and Representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Agency for providing the services i.e. Service Tax or any such applicable Tax from time to time, which increases or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by Agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in **Clause GC 6.1(b)**.

5.3 Services, Facilities and Property of the “Employer”:

(a) The “Employer” shall make available to the Agency and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property.

(b) In case that such services, facilities and property shall not be made available to the Agency, the Parties shall agree on any time extension that it may be appropriate to grant to the Agency for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the Agency under this Contract, the “Employer” shall make to the Agency such payments and in such manner as is provided by **Clause GC 6** of this Contract.

6. PAYMENTS TO THE AGENCY

6.1 Total Cost of the Services

- (a) The format for total cost of the Services is set forth in **Annexure- IX** (to be provided by the bidder) as per the Agency’s proposal to the Employer and as negotiated thereafter.
- (b) Except as may be otherwise agreed under **Clause GC 2.6** and subject to **Clause GC 6.1(c)**, payments under this Contract shall not exceed the amount specified in **Annexure- IX** (to be provided by the bidder).
- (c) Notwithstanding **Clause GC 6.1(b)** hereof, if pursuant to any of the **Clauses GC 4.2 (c) or 5.2** hereof, the Parties shall agree that additional payments shall be made to the Agency in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in **Clause GC 6.1(a)** above, the ceiling or ceilings, as the case may be, set forth in **Clause GC 6.1(b)** above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made only in Indian Rupees.

6.3 Terms of Payment: The payments in respect of the Services shall be made after satisfactory completion of the work as per scope of work. The payments shall be released after applicable deductions (up to a maximum of 10% of contract value on account of non-satisfactory performance) within one month from the date of receipt and acceptance of the invoice.



- 6.4 Agency must ensure that any additional work done by the Agency has to be approved by Sports Authority of India in writing, otherwise, it will not be considered for payments.
- 6.5 All billed items are to be signed off by respective FA Head from SAI/ State regarding quantity, quality and successful completion as per agreed timelines. These need to be backed up by relevant Evidence (Photographs, Videos, Lists signed off by Competent Authority). The payment shall be made only after the submission of payment recommendation by the Tender Audit Committee.

7. FAIRNESS AND GOOD FAITH

- 7.1 **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 7.2 **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to Arbitration in accordance with **Clause GC 8** hereof.

8. SETTLEMENT OF DISPUTES

- 8.1 **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the Contract, in case of dispute arises between the parties regarding any matter under the Contract, either party of the Contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 (Thirty) days after receipt. If that party fails to respond within 30 (Thirty) days, or the dispute cannot be amicably settled within 60 (Sixty) days following the response of that party, **Clause GC 8.2** shall become applicable.
- 8.2 **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the onboarded agency, which has not been settled amicably, any party can refer the dispute for Arbitration under The Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) Arbitrators, one each to be appointed by the Employer and the onboarded agency, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third Arbitrator within a period of 30 (Thirty) days from the date of appointment of the two arbitrators, the Presiding Arbitrator shall be appointed by the Sports Authority of India. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these Arbitration proceedings.
- 8.3 Arbitration proceedings shall be held in India at Delhi and the Language of the Arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 8.4 The decision of the majority of Arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the Arbitrators shall be shared equally by the Employer and the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All Arbitration Awards shall be in writing and shall state the reasons for the Award.



9. LIQUIDATED DAMAGES AND PENALTIES

- 9.1 The Agency hereby agrees that due to negligence of act of the Agency, if the “Employer” suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and Agency agrees to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
- 9.2 The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the Contract as specified in **Annexure- IX**.
- 9.3 The liquidated damages shall also be applicable under following circumstances:
- If the deliverables are not submitted as per schedule or Agency does not follow the approved script by SAI, the Agency shall be liable to pay 10% of the total cost of the services for delay of each week or part thereof.
 - If the deliverables are not acceptable to the Employer and defects are not rectified to the satisfaction of the Employer, the Agency shall be liable for Liquidated Damages for an amount equal to 10% of total cost of the services for every week or part thereof for the delay.
 - If the deliverables are not meeting the authority expectations as per the workplan or the technical presentation which may result in deduction over and above 10% of the services.
- 9.4 Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable, whether in Contract or in Tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Agreement.

MISCELLANEOUS PROVISIONS:

- Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- The Agency shall notify the Employer/ the Government of India of any material change in their status where such change would impact on performance of obligations under this Contract.
- The Agency shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- The Agency shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency'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 Agency.
- The Agency shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.
- All claims regarding indemnity shall survive the termination or expiry of the Contract.
- It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (Agency) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

RFP for *Engagement of an Event Management Agency for theme based performance/Act for the opening ceremony of 1st Khelo India Para Games, Delhi 2023*





Annexure-XI

Form of Bank Guarantee for Performance Security

To,
Deputy Director
Khelo India,
Sports Authority of India,
Jawaharlal Nehru Stadium Complex, gate no.10,
Lodhi Road, New Delhi-110003

WHEREAS _____ [Name and address of the Service Provider] (hereinafter called "the Agency") has undertaken, in pursuance of Contract No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract _____ [Name of contract and brief description of works] (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee.

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of _____ [amount of Guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand 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 for the sum specified therein.

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

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

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Agency or of the Bank.

"This guarantee shall also be operatable at our..... Branch at Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a



claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove.”

- A. Our liability under this guarantee shall not exceed Rs. _____ (Rupees_____).
- B. This bank guarantee shall be valid up to _____.
- C. We are liable to pay the guaranteed Amount or any part thereof under this Bank guarantee only and only if you serve upon us, a written claim or demand on or before _____.

Signature and Seal of the Guarantor _____

In the presence of

Name and Designation

1. _____
(Name, Signature & Occupation)

Name of the Bank

Address

2. _____
(Name & Occupation)

Date:



ANNEXURE XII – INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

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.
 - (i) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.



4. PREPARATION OF BIDS

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

5. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The Bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the Bid Security as per the instruction specified in the tender document. The original should be **posted/couriered/given** in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized



persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

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