



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/5852881
Dated/दिनांक : 22-01-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-02-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-02-2025 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Youth Affairs And Sports
Department Name/विभाग का नाम	Department Of Sports
Organisation Name/संगठन का नाम	Sports Authority Of India (sai)
Office Name/कार्यालय का नाम	New Delhi
क्रेता ईमेल/Buyer Email	sectt.kheloindia@gov.in
Item Category/मद केटेगरी	Custom Bid for Services - RFP for Selection of Project Management Unit PMU for FIT India Movement
Similar Category/समान श्रेणी	<ul style="list-style-type: none">Hiring of Consultants - Per Person Per Month Based
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	400 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	19540800
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	391000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लभार्थी :

Secretary, Sports Authority of India
Jawaharlal Nehru Stadium, Sports Authority of India, Gate No. 10, Lodhi Road, New Delhi 110003
(Secretary)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

GEM Availability Report (GAR):[1737532568.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1737532582.pdf](#)

Scope of Work:[1737533506.pdf](#)

Payment Terms:[1737533514.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per RFP	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Interview Venue:To be intimated letter.

Presentation Venue:To be intimated letter.

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
29-01-2025 15:00:00	Video call link: https://meet.google.com/zmr-ztnd-kvj

Custom Bid For Services - RFP For Selection Of Project Management Unit PMU For FIT India Movement (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	RFP for Selection of Project Management Unit PMU for FIT India Movement
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	S Hima Bindu	110003,GATE NO 1, Ramp No 5 JAWAHAR LAL NEHRU STADIUM LODHI ROAD NEW DELHI - 110003	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The condition and clauses as mentioned in the RFP/ATC shall prevail in all cases.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for

[attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

Sports Authority of India

"REQUEST FOR PROPOSAL"

(RFP)

For

Selection of Project Management Unit (PMU) for FIT India Movement

Date of Publication: 22.01.2025

**Sports Authority of India (SAI)
Gate No 10, JN Stadium New Delhi 110003**

CONTENT

DISCLAIMER	3
1. NOTICE INVITING TENDER	5
2. BID SCHEDULE & DATA SHEET	5
INSTRUCTIONS TO BIDDERS	5
3. GENERAL INSTRUCTIONS TO BIDDERS	5
4. LANGUAGE OF BID	6
5. DOCUMENTS TO BE SUBMITTED	6
6. ELIGIBILITY CRITERIA	6
7. RFP PROCESS	6
8. AMENDMENT OF RFP	7
9. BID VALIDITY	7
10. BID PRICES	8
11. EARNEST MONEY DEPOSIT	8
12. BIDDERS QUERIES AND RESPONSES THERETO	9
13. SUBMISSION OF BIDS	10
14. SCRUTINY OF BIDS	10
15. EVALUATION CRITERIA	12
16. DECLARATION OF SUCCESSFUL BIDDER	12
GENERAL TERMS AND CONDITIONS OF CONTRACT	14
17. PERFORMANCE SECURITY	14
18. SCOPE OF WORK & TIMELINES OF THE PROJECT	14
19. MANPOWER REQUIREMENT	14
20. TERMS OF PAYMENT	15
21. OTHER TERMS AND CONDITIONS OF THE BID	16
22. PENALTY	17
23. GENERAL TERMS AND CONDITIONS	18
24. PATENTS, COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS	19
25. REPRESENTATIONS AND WARRANTIES	19
26. INDEMNIFICATIONS AND LIABILITIES	20
27. TERMINATION	20
28. FORCE MAJEURE	21
29. DISPUTE SETTLEMENT MECHANISM	21
30. APPLICABLE LAW	22
31. RESERVED RIGHTS	22
32. CORRUPT OR FRAUDULENT PRACTICES	23
33. CONFIDENTIALITY	24
ANNEXURE 'I' TERMS OF REFERENCE (TOR)	27
ANNEXURE 'II' DOCUMENTS TO BE SUBMITTED	32
ANNEXURE 'III' ELIGIBILITY & EVALUATION CRITERIA	34
ANNEXURE 'IV' BID SUBMISSION FORM	38
ANNEXURE 'V' BANK GUARANTEE FORM FOR BID SECURITY	39
ANNEXURE 'VI' POWER OF ATTORNEY (SAMPLE)	40
ANNEXURE 'VII' ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER	41
ANNEXURE 'VIII' ANNUAL TURNOVER	42
ANNEXURE 'IX' FORMAT FOR CV	43
ANNEXURE 'X' INSTRUCTIONS FOR ONLINE BID SUBMISSION	44
ANNEXURE 'XI' PRICE BID FORMAT	45
ANNEXURE 'XII' - BANK GUARANTEE FORM FOR PERFORMANCE SECURITY	46
ANNEXURE 'XIII' - DRAFT CONTRACT AGREEMENT FORMAT	47

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 (hereinafter known as SAI) or any of their representatives, employees, or advisors (collectively referred to as "Representatives"), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
2. This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities ("Agency", "Firm", "Company", "Bidder", "Consultant", "Service Provider" as may be), who are qualified to submit their Proposal ("Bid"). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for SAI Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.
3. This RFP contains information about the scope of work and the qualification process for the selection of the Bidder. The purpose of this RFP is to provide interested parties with information to facilitate the formulation of their bid pursuant to the Bid notice.
4. SAI and/or its Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP.
5. The Representatives make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the RFP Document.
6. The Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.
7. Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
8. The Authority, its employees and advisers make no representation or warranty as to the accuracy, reliability or completeness of the information in this bid 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.
9. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the PMC and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
10. The Authority reserves the right to, but without being under any obligation to do so, amend or supplement the statements, information, assessment or assumptions contained in this bid at any time during the bidding process 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.

11. No objections raised by any Bidder(s) or any third party to such changes/modifications/additions/alterations as provided above, whether explicit or implicit, shall be entertained. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by the Authority.
12. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to 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 its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.
13. The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to SAI or any of its respective officers, employees, advisors or agents.
14. This RFP Document is not transferrable.
15. 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.
16. SAI also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

1. NOTICE INVITING TENDER

Sports Authority of India, (hereinafter referred to as "SAI"), an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from qualified Firms (as per clause 3.2.3 herein below) to associate with SAI as Agency to provide professionals for Khelo India Events. The detailed scope of work and deliverables are mentioned in **ANNEXURE 'I'**, Terms of Reference (TOR), of this RFP.

2. BID SCHEDULE & DATA SHEET

Date of Publication	22.01.2025
Bid document download start Date	22.01.2025
Last date and time of submission of queries for Pre-Bid Conference	29.01.2025 at 6:00 PM to procurement.kheloindia@gmail.com
Virtual Pre-Bid conference	29.01.2025 at 03:00 PM Pre-Bid Meeting for Selection of Project Management Unit (PMU) For FIT India Movement Video call link: https://meet.google.com/zmr-ztnd-kvj
Bid submission end date and time	As per GeM
Bid Validity Period	120 Days
Earnest Money Deposit (EMD)/ Bid Security	Rs. 3,91,000 Hard copy of the same may be submitted to in the office of DD, Secretariat, Khelo India Ramp No. 5, Sports Authority of India (SAI) Gate No 10, JLN Stadium New Delhi 110003
Mode of Submission	Online (GeM Portal)
Opening of Technical Bid date and time	As per GeM
Method of selection	QCBS (70:30)
JV/Consortium/Subcontracting	Not Allowed
E-mail for all correspondence	procurement.kheloindia@gmail.com

INSTRUCTIONS TO BIDDERS

3. GENERAL INSTRUCTIONS TO BIDDERS

3.1. The Bidders can download this RFP from the Khelo India Website: <https://kheloindia.gov.in>, SAI website: <https://sportsauthorityofindia.nic.in>, and GeM Portal website: <http://gem.gov.in>. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in [Clause 2](#) of this RFP. **Definitions and Abbreviations:** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

- a. "Purchaser" means the organisation purchasing services as incorporated in this document i.e., Sports Authority of India (SAI).
- b. "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.
- c. "Agency", "Firm", "Company", "Bidder", "Consultant", "Service Provider" means any registered entity or person or associations of persons who submit their proposals for providing Services in accordance with this RFP.
- d. "Services" means services as mentioned in this document and other such obligations of the supplier covered under the contract.

- e. Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.
- f. "Notification of Award" or "NOA" means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
- g. "Contract" means the written agreement entered between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- h. "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them.
- i. "RFP" means this Request for Proposal issued by Sports Authority of India for the purpose as mentioned in this document.
- j. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as interest free Security Deposit.

3.3. The Bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process on the e-Tendering portal as mentioned in [Annexure X](#). This section also mentions the guidelines for submission of bids.

3.4. **Due Diligence by the Bidders:**

- a. Bidders may before submitting their Proposals, examine the requirements at their own expense and obtain and ascertain for themselves, at their responsibility and other information necessary for preparing their Proposals.
- b. Bidders shall be deemed to have full knowledge of the requirements of the work. SAI will not accept any responsibility or liability for any errors, omissions, inaccuracies, or errors of judgment concerning information or materials provided by SAI in this RFP Document or otherwise, with respect to this Project. Although such information and materials are to the best of the SAI's belief, however, their verification is the sole responsibility of Bidder.
- c. Neither SAI, nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information provided nor will have any liability to any bidder which may arise from or be incurred or suffered in connection with anything contained in this RFP and the award of the work or otherwise arising in any way from the selection process.

4. **LANGUAGE OF BID**

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and SAI, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

5. **DOCUMENTS TO BE SUBMITTED**

5.1. All the documents are to be mandatorily uploaded online as per the instruction for online bid submission detailed in this RFP document as detailed in [Annexure II- 'Documents to be Submitted'](#)

6. **ELIGIBILITY CRITERIA**

6.1. Each Bidder should qualify against all the pre-qualification/eligibility criteria as detailed in Clause 1 of [Annexure III- Eligibility & Evaluation Criteria](#).

6.2. Bids of the Bidders, who do not meet the required Qualification/Eligibility Criteria mentioned in this RFP shall be treated as non – responsive and their bid will not be considered for further technical evaluation process.

7. **RFP PROCESS**

- 7.1. RFP issued by SAI constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as per Clause 6 above) to be Service Provider (after evaluation of eligible bidders), subject to the terms of this RFP, Tender Documents, and the Service Agreement.
- 7.2. This RFP is no more than a request for proposal, and it does not and is not intended to constitute a contract or a grant of any rights or licenses, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by SAI of the Bidder's Bid and the execution of the Service Agreement by both SAI and the Successful Bidder.
- 7.3. This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and SAI reserves the right to withdraw the RFP and/ or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid.
- 7.4. Upon selection of a Bidder by SAI, the Successful Bidder shall enter into a detailed contract/agreement ("**Service Agreement**") incorporating the provisions of this RFP and the successful Bid.
- 7.5. The term of association shall be for 12 months from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP whichever is later.

8. AMENDMENT OF RFP

- 8.1. At any time prior to the Bid Due Date, SAI may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/Corrigenda.
- 8.2. Any Addendum issued hereunder will only be uploaded on the e-Procurement Portal.
- 8.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the SAI may, in its sole discretion, extend the Bid Due Date.
- 8.4. If any Bidder has already submitted his Bid and a corrigendum is issued subsequently, corrigendum may be signed by Authorized Signatory, Bidder and a scanned copy sent to email id (procurement.kheloidia@gmail.com) as an acknowledgement before the due timeline of physical submission of documents.
- 8.5. Any corrigendum/ addendum/ clarifications/ reply to queries issued by SAI for the RFP shall be published only on the e-Procurement Portal and no separate information shall be communicated to Individual Bidders.

9. BID VALIDITY

- 9.1. The Bid shall remain valid for acceptance for a period of 120 days (One Hundred Twenty 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, if the contract is not finalised, SAI reserves the right to request for extension of bid validity without changes in any terms and conditions of the RFP.
- 9.2. In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.
- 9.3. 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 (Working day means the day when the office opens after the holiday for routine work.)

10. BID PRICES

- 10.1. The Bidder providing services shall quote only in Indian Rupees.
- 10.2. The Bidder shall indicate in the Price Schedule provided on GeM Portal all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required.
- 10.3. If any firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- 10.4. Firm Price: The prices quoted by the Bidder/finalised by the authority shall remain firm and fixed during the currency of the Contract and will not be subject to variation on any account.

11. EARNEST MONEY DEPOSIT

- 11.1. The bidder shall furnish Bid Security for an amount as shown in the Clause 2 of the RFP. The Bid Security is required to protect the 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.
- 11.2. In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- 11.3. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers 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.
- 11.4. The Bid Security shall be furnished in one of the following forms:
 - a) Account Payee Demand Draft
 - b) Fixed Deposit Receipt
 - c) Banker's cheque / Pay Order
 - d) Bank Guarantee from any of the commercial banks (as per the format at [Annexure V](#)),
 - e) NEFT transfer to "SECRETARY, SAI
Union Bank of India Account No: 108510100032325, IFSC No. UBIN0810851.
(Bidder has to upload challan/proof along with Bid in GeM Portal)
 - f) Valid Insurance Surety Bonds
 - g) e-Bank Guarantee
- 11.5. The Demand Draft, 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 "**Secretary, SAI**", payable at **New Delhi**. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Annexure XII** of the Bid Document.
- 11.6. 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.
- 11.7. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid i.e. upto 165 days (120 + 45 Days)
- 11.8. 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 the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

- 11.9. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder 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), its Bid Security/EMD will be forfeited.

12. BIDDERS QUERIES AND RESPONSES THERETO

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

To, Sports Authority of India			
BIDDER'S REQUEST FOR CLARIFICATION			
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: _____
Sl. No.	Bidding Document Reference(s) (Clause number/ page)	Content of RFP requiring clarification	Points of Clarification required.
1			
2			

- 12.2. A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with SAI in writing. SAI will respond in writing to such request in pre-bid conference as per the bid schedule. All enquiries should be sent to SAI through email only. SAI shall not be responsible for ensuring that Bidder's enquiries have been received by them. SAI will endeavour to provide a complete, accurate, and timely response to all questions to all the Bidders. However, SAI makes no representation or warranty as to the completeness or accuracy of any response, nor does SAI undertake to answer all the queries that have been posed by the Bidders. All responses given by SAI will be distributed/mailed to all the Bidders or posted on the online portal/website. Bidder should regularly visit the portal for any updates/corrigendum.
- 12.3. SAI will host a Pre-Bid Conference (virtual), scheduled as per the details in the Bid Schedule. The bidder or its authorised representatives may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder's queries, together with proposed solutions. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The link shall be provided to the Bidders one hour prior to the scheduled meet.
- 12.4. Within reasonable time period from the Pre-Bid Conference, SAI will issue responses to all of the bidders' written queries, together with any other revised documents (if required).
- 12.5. Amendments to Bidding Documents:
- At any point of time, prior to the deadline for submission of Bids, SAI may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids.
 - Such an amendment will be uploaded on Khelo India Website: <https://kheloindia.gov.in>, SAI Website: <https://sportsauthorityofindia.nic.in>, and GeM Portal of Government of India: www.gem.gov.in. Bidders are, therefore, advised to refer to Khelo India Website, SAI Website and GeM Portal before submitting bids.

13. SUBMISSION OF BIDS

- 13.1. Bids to be submitted online as per instructions in [Annexure X](#) of the RFP.
- 13.2. SAI will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.
- 13.3. In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time on the next working day. (Working day means the day when the office opens after the holiday for routine work.)
- 13.4. Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Bidders and acknowledgement letter of bid submission at GeM Portal website: <http://gem.gov.in>.
- 13.5. 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).
- 13.6. Financial bids of the technically qualified Bidders shall be opened online at the date, time and as intimated later on GeM portal website <https://gem.gov.in> The authorized signatories/ representatives of such Bidders who wish to attend the financial bid opening may please do so by showing their bid acknowledgement slip.
- 13.7. Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid schedule mentioned in Clause 2 of the RFP shall not be considered.
- 13.8. The Bidders are required to upload the documents as per Documents to be submitted in Clause 05 & Annexure II of this RFP.
- 13.9. Bidders shall submit 'Online Bid' only in PDF/Scanned copy in PDF format. Hard Copy of Bid documents will not be accepted.
- 13.10. The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
- 13.11. Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 13.12. All terms and conditions in the bid document shall stand freeze on the date of opening of the bid.
- 13.13. 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.
- 13.14. Each page of the bid document submitted by bidder shall be signed sealed by the bidder or its authorized signatory.
- 13.15. In case 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

14. SCRUTINY OF BIDS

The 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 Tender to the TE Document without recourse to extrinsic evidence

- 14.1. **Rejection of Technical Bids** - In addition to any other reasons stipulated in this RFP, technical Bids may be rejected under any of the following circumstances

- i. Incomplete bids that do not quote for the complete scope of work as indicated in the Bid-related documents, addendum (if any) and any subsequent information given to the Bidder.
- ii. Information that is found to be incorrect/misleading at any stage during the tendering process.
- iii. Incomplete Bids.
- iv. Inclusion of Financial/Price Bid details in a technical Bid, or technical Bids that reveal quotations, in any form
- v. Non-fulfilment of the eligibility criteria or minimum required score in evaluation criteria set out in this RFP, by the Bidder.
- vi. Any Bid that does not comply with the conditions laid down by SAI.
- vii. Any other reasons deemed fit by SAI.

14.2. Rejection of Financial/Price Bids- In addition to any other reasons stipulated in this RFP, financial/price Bids may be rejected under any of the following circumstances:

- i. Incomplete Bids that do not set out the Service Fee for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder.
- ii. Financial/Price Bids made through Tele fax/Telegraphic/Fax/E-mail/by post.
- iii. Bids which do not confirm unconditional validity of the bid for 120 days from date of opening of Bid.
- iv. Bids which do not conform to SAI bid format.
- v. Bids in respect to which the bidder does not accept SAI rectification of clerical/arithmetic discrepancies in the financial/price bid, if any.
- vi. Any Financial/Price Bid that does not comply with the conditions laid down by SAI

14.3. Other Reasons for Rejection of Bid- In addition to any other reasons stipulated in this RFP, Bids may be rejected under any of the following circumstances:

- i. Bids in which the Bidder seeks to influence the SAI bid evaluation, bid comparison, or contract award decisions.
- ii. In view of two bid systems, SAI may first open technical bids. If the same is not complete and lacking with respect to any requirement(s), the same would be rejected straightaway & without opening the Financial/Price bid.

14.4. Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, the SAI finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the SAI may reject or may convey its observation on such 'minor' issues to the bidder by registered / speed post etc. 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.

14.5. Discrepancies in Prices

- a. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the submission of the Bid.
- b. If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the SAI feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly
- c. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- d. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- e. If, as per the judgment of the SAI, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the SAI, the tender is liable to be ignored.
- f. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount

stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

15. EVALUATION CRITERIA

- 15.1. The Bids of bidders meeting the eligibility criteria at clause 6 (eligibility criteria) above, will be evaluated based on the QCBS method as mentioned in GFR 2017 (192) and the detailed evaluation criteria is mentioned in Clause 2 of **Annexure III- Eligibility & Evaluation Criteria**.
- 15.2. Overall weightage of 30% for Financial Bid and 70% for Technical Bid shall be considered while calculating final score.
- 15.3. 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.
- 15.4. 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.
- 15.5. 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.
- 15.6. 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

- 15.7. In the event that one or more Bidders have the same St value, then the successful bidder will be the one who is selected H1 as per option available on GeM and will be rated as the 'Best Bid'.
- 15.8. Supporting documents for bid evaluation shall also be verified during presentation. The bidders are advised to make their presentation strictly according to the evaluation criteria based on the credentials submitted above.
- 15.9. However, in case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid (as defined in 7.3.4 of Manual for Procurement of Goods/ Services 2017 issued by Department of Expenditure), SAI may waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI.

16. DECLARATION OF SUCCESSFUL BIDDER

- 16.1. Prior to the expiration of the validity period for the Bid, SAI will notify the successful Bidder in writing by Notification of Award that its Bid has been accepted. SAI will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and SAI shall discuss and enter into a mutually agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and

principles of the RFP and the Bid submitted by the successful Bidder and shall not have terms and conditions more onerous on the Successful Bidder than those contained in the RFP.

- 16.2. The failure of SAI and the successful Bidder to agree to the terms and conditions of the Service Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals.
- 16.3. Upon the successful signing of the Service Agreement by the Bidder and SAI, and the Successful Bidder furnishing the Performance Security, SAI will promptly notify the name of the winning Bidder to each unsuccessful Bidder and refund their respective Earnest Money Deposits.
- 16.4. Term of the Service Agreement: The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.

GENERAL TERMS AND CONDITIONS OF CONTRACT

17. PERFORMANCE SECURITY

- 17.1. In order to ensure the due performance of the awarded contract, the Successful Bidder shall, within 14 (Fourteen) days of entering into the Service Agreement with SAI, furnish an irrevocable bank guarantee ([Annexure XII](#)) for an amount of 03% of the accepted value of the contract ("Performance Security") failing which an amount of 0.1% penalty per day of the contracted amount will be levied on the Bidder. Penalty is for specified period not exceeding further seven days and in case failure continues, the contract may be terminated by SAI and the bidder will be debarred from bidding for SAI /SAI RFPs in future for a period of at least two years.
- 17.2. The Performance Security in the form of Bank Guarantee or other valid formats like Fixed Deposit/Demand Draft/ Valid Insurance Surety Bonds/ NEFT Transfer/e-PBG shall be drawn from any Commercial Bank drawn in the favour of below account details, payable at New Delhi and is to be deposited in the office at Sports Authority of India (SAI) Gate No 10, JN Stadium New Delhi 110003 and/or intimated to the office through mail.
- SECRETARY, SAI
Union Bank of India
Account No: 108510100032325
IFSC No. UBIN0810851
- The format for performance security of submitted in form Bank guarantee is attached at **Annexure XII**.
- 17.3. The Performance Security shall be valid for a period of 60 (Sixty days) from the date of expiry of all contractual obligations. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by SAI. It may require revalidation from time to time as the case may be.
- 17.4. All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Successful Bidder. No interest will be payable on the Performance Security by SAI.
- 17.5. 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 Performance Security by SAI.

18. SCOPE OF WORK & TIMELINES OF THE PROJECT

- 18.1. The scope of the work requires the successful bidder to deploy fulltime manpower at SAI for the contract period to successfully execute services as mentioned in TOR. The requirements may evolve over time. The tentative detailed scope of work and details of required manpower during the contract period is mentioned in [Annexure I](#).
- 18.2. The term of association shall be for 12 months from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP whichever is later. The resources with proper qualifications as required by SAI should be deployed within 30 days from the date of notification of award. If extension is needed in deployment of an employee, it should be properly informed to SAI authorities in advance.

19. MANPOWER REQUIREMENT

- 19.1. The Clause 5 of [Annexure I](#) lists the minimum number and credentials of the resources required for the successful implementation of the project.

- 19.2. SAI reserves the right to interview all the proposed resources before accepting deployment in the project.
- 19.3. Bidder shall use commercially reasonable efforts to ensure it retains the services of its resources, including provisioning of competitive compensation, benefits, and other conditions to its Resources to incentivize them to remain in Bidder's employment.
- 19.4. Bidder shall not make any changes to the composition of the resources and shall not direct any resource to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from SAI that would have the same effect):
 - Without SAI's prior written consent, unless that person resigns or terminated or cease to continue in cases such as death, long-term disability etc.; In such an event, SAI Shall be immediately intimated.
- 19.5. Bidder shall promptly initiate a search for a replacement to ensure that the role of any resource is not vacant for any longer than 07 days, subject to reasonable extensions, limited to a maximum of 15 days on special request by Bidder to SAI. However, in such cases the bidder will still be required to ensure the completion of the allocated work as per terms and conditions of the tender.
- 19.6. Before assigning any replacement member of the Key Resources to the provision of the Services, Bidder shall provide SAI with:
 - Curriculum vitae and any other information about the candidate that is reasonably requested by SAI; and
 - An opportunity to interview the candidate.
- 19.7. The bidder must provide replacement resource who score at least the same marks as the resource proposed originally on the same evaluation parameters defined in this Term of Reference document.
- 19.8. If SAI objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative resource.
- 19.9. The bidder must ensure at least 2 weeks overlap period for knowledge transfer in such replacements.
- 19.10. During the implementation of the project, there will be a fortnightly review /regarding the progress of the project during which all the resources should be present.
- 19.11. The bidder will be responsible to provide resources with Laptops/Desktops and other devices enabled with required tools related to work, and development environment (like Android & iOS Mobile phones and Window and Mac laptops) for completing this engagement.
- 19.12. The Bidder will immediately provide for replacement of resources (resource who score at least the same marks as the resource proposed originally) in the event if SAI is not satisfied with the resource. 30 days' notice will be provided for the replacement of a resource deployed.
- 19.13. The deployed resources are required to follow SAI Calendar.
- 19.14. The bidder has to deploy the initially requested team within 30 days of the issue of notification of award (NoA).
- 19.15. The personnel of the Successful Bidder shall not be the employees of the Buyer and they shall not claim any salary or allowances, compensation, damages, or anything arising out of their employment/duty under this Contract. Successful Bidder shall be required to adhere to statutory requirements as per the labour laws & abide by the Minimum Wages Act and other related laws, failing which, necessary action will be initiated against the Successful Bidder.

20. TERMS OF PAYMENT

- 20.1. The payment will be made as mentioned below, after satisfactory completion and acceptance of the required monthly reports to be submitted. The invoices should be submitted along with approval from concerned authorities by 5th of every month for preceding month.
- 20.2. Time and quality shall be the essence of the contract and payment will be made at actuals as per attendance report of the resource(s).
- 20.3. Any delay incurred from the part of service provider against the above defined timelines will not be considered for payment by the purchaser. Such payments will attract penalty as per [Clause 21](#). In no circumstance, any payment excess to the contractual obligation will be made to the service provider.
- 20.4. Service Provider should furnish details of the location from where they are going to raise their Bills / Invoices to SAI.

- 20.5. Service Provider must raise their Bills / Invoices in the name of SAI along with completion certificate from the concerned authorities regarding each phase.
- 20.6. Payment must be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at source) as per the current Income-Tax Act and /or any other Govt. Orders / rules. The service provider shall be liable for taxes such as GST or any other applicable tax.
- 20.7. SAI will pay the amount as per the invoice by way of e-transfer/RTGS/NEFT through public financial management system, subject to satisfactory work and other parameters as may be defined by SAI.
- 20.8. Service Provider has to take all overhead costs into consideration while submitting the bid.
- 20.9. Any expenses that may be incurred during any official travel, SAI may reimburse the Bidder as per actuals or may directly facilitate the Travel, Boarding & Lodging.

21. OTHER TERMS AND CONDITIONS OF THE BID

- 21.1. All information / details submitted to SAI shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.
- 21.2. Save as expressly authorized by SAI in writing, the Successful Bidder shall not, without the prior express approval of SAI, incur any liabilities on behalf of SAI, pledge the credit of SAI or make any representations or give any warranty on behalf of SAI.
- 21.3. The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by SAI, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against SAI and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by SAI.
- 21.4. The Bidder must strictly comply with all terms and conditions herein. SAI reserves the right to call upon any or all the Bidders to satisfy SAI regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, SAI may call upon any or all the Bidders to make a presentation to SAI in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or otherwise neglects to make such presentation to SAI shall not be considered for any further evaluation and shall stand immediately disqualified.
- 21.5. The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract as defined in [Clause 14](#) of this document.
- 21.6. Privileges: The following privileges shall be extended to the Successful Bidder:
 - a. Performance certificate to be issued by SAI to the Successful Bidder upon the satisfactory discharge of its services in respect of each Phase of the project.
 - b. Successful completion certificate to be issued by SAI after completion of contract to the satisfaction of SAI.
- 21.7. Governing Law and Jurisdiction: The RFP, any subsequent agreement by or on behalf of SAI and the relationship between the Bidder and SAI shall be interpreted in accordance with the laws of India. The Courts of New Delhi shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and SAI.

- 21.8. It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. SAI shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/bought over by another company during the contract phase. SAI may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach of contract, has misrepresented, or becomes bankrupt or otherwise insolvent, and/or SAI is not satisfied with the work of the Bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SAI. However, in the event SAI, wishes to terminate for convenience, it shall serve a notice period of 30 days to the Bidder, without any cost and/or liability.
- 21.9. The bidder must monitor and deploy sufficient skilled manpower as defined in [Manpower Requirement](#) as elaborated in [Annexure I](#) to complete the deliverables mentioned in Scope of Work. However, the manpower as deployed by the Bidder, shall remain in the employment of the Bidder for all purposes and there shall be no employer-employee relationship between SAI and personal employed by the Bidder. The relationship between SAI and the Bidder shall be on principal-agent basis only.
- 21.10. The bidder has to ensure proper deployment of resources at site during all phases.
- 21.11. It will be responsibility of the bidder to ensure and verify the educational qualifications and experience of the resources deployed in SAI, any misrepresentation with regard to this information will result in appropriate action being taken against the bidder, including but not limited to termination of the contract and blacklisting from future SAI tenders.
- 21.12. The bidder shall be responsible for ensuring timely payment to the resources deployed in the project and complying to all laws of the land including statutory liabilities. While doing the same Service Provider shall be required to adhere to statutory requirements as per the labour laws & abide by the Minimum Wages Act and other related laws, failing which, necessary action will be initiated against the Service provider. However, the prices quoted by the Bidder shall remain firm and fixed during the currency of the Contract and will not be subject to variation on any account
- 21.13. The bidder has to deploy the initially requested team within 30 days of the issue of Notification of Award (NoA) and additional resource as requested by SAI anytime during the currency of the contract within 30 days of the letter of request.

22. PENALTY

- 22.1. In case the Successful Bidder/resource deployed fails to commence/execute the work as assigned to them/unsatisfactory performance of the resource even after formal warning, SAI reserves the right to impose the penalty at 0.50% of the monthly billable value of the firm per such incidents as approved by the competent authority. However, the total penalty levied during the project duration shall not be more than 10% of the total project value.
- 22.2. Substitution of key personnel can be allowed only in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. If the resources deployed resigns or is to be replaced by the selected agency, penalty as stipulated below will apply:
- a)** Such substitution shall be limited to not more than 30% of total key personnel, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the procuring entity.

b) Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced by 5% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract.

c) In case of the next 10% replacement, the reduction in remuneration may be equal to 10% (ten per cent) and for the third 10% replacement such reduction may be equal to 15% (fifteen per cent).

- 22.3. If the performance continues to be poor beyond, what is stipulated in 21.1 and 21.2 above SAI reserves the right to:
- i. Cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the SAI.
 - ii. Debar the bidder from participating in tender process of SAI for a period of two years and his Performance Security may also be forfeited / invoked, if so warranted.
- 22.4. No Penalty will be imposed for delay attributable to SAI or reasons or reasons which fall within the definition of Force Majeure as per [Clause 28](#) of this RFP.
- 22.5. SAI will make payments after necessary deductions of penalty (if any).
- 22.6. 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.

23. GENERAL TERMS AND CONDITIONS

- 23.1. Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services 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.
- 23.2. 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.
- 23.3. 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.
- 23.4. SAI may not award any work to any bidder at its own discretion without assigning any reason thereof.
- 23.5. Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 23.6. The decision of SAI arrived during the various stages of the evaluation of the bids is final & binding on all bidders. Any representation towards these shall not be entertained by SAI. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.
- 23.7. 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.
- 23.8. Any attempt by bidder to bring pressure towards SAI's decision making process, such Bidder shall be disqualified for participation in the present RFP and those Bidders may be liable to be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 23.9. Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on SAI.

- 23.10. Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained. SAI will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.
- 23.11. Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document, shall be short-listed for further evaluation.
- 23.12. It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to debarring from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 23.13. Bidders are requested to share information which is true and based some tangible proofs.

24. PATENTS, COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS

- 24.1. Intellectual Property Rights for any software property and documents (including source codes, databases, documents, training manuals, course content etc.),if developed exclusively for this project shall lie with the SAI in perpetuity for all purposes. The Intellectual Property Rights of all the software code, data, algorithms, documentation, manuals, etc. Generated as a part of implementation of this project shall solely vest with the SAI. However, nothing in the contract shall affect the ownership of any Intellectual Property owned by the bidder as of the Date of Issue of NOA ("Pre-existing IP"). Bidder shall retain all right, title and interest it holds in such Pre-Existing IP.
- 24.2. The Bidder shall ensure that there is no infringement of any Intellectual Property Rights (IPR) of third parties. However, if a third party claims that a product delivered by the Bidder/ to SAI infringes that party's patent or copyright/IPR's in any form, the Bidder shall keep SAI fully indemnified in this regard and shall defend SAI against that claim at the Bidder's/ expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Bidder.
- 24.3. The Bidder agrees and acknowledges that all Intellectual Property Rights of work created by the Bidder in pursuance to this RFP/Tender Documents shall stand vested in favour of SAI for all purposes.

25. REPRESENTATIONS AND WARRANTIES

- 25.1. SAI, along with its employees, representatives, advisers, make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
- 25.2. SAI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- 25.3. The Bidder declares that all the information provided are truthful information without concealment of any facts. In case, at any stage, it is found that any information given by the Bidder is false / incorrect / concealed, then SAI shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work and/or debarment/blacklisting etc. without incurring any liability to the affected bidder(s) on the ground of SAI/MYAS's action.

- 25.4. The Bidder declares that no effort has been used by the Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing. Such an effort shall result in non-consideration / rejection of its Bid.

26. INDEMNIFICATIONS AND LIABILITIES

- 26.1. The bidder shall fully indemnify, hold harmless and defend Ministry of Youth Affairs and Sports (MYAS)/ SAI and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to:
- i. any breach of any representation or warranty of the bidder contained in the RFP,
 - ii. any breach or violation of any covenant or other obligation or duty of the bidder under this RFP. SAI accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 26.2. SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI's action.
- 26.3. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SAI or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and SAI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.
- 26.4. The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPRs) while providing its services under the Project.
- 26.5. The Successful Bidder shall at all times indemnify and keep indemnified SAI against any claims in respect of any damages or compensation payable in consequences of any accident, demise, or injury sustained or suffered by its (the Successful Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Successful Bidder.
- 26.6. The Successful Bidder shall at all times indemnify and keep indemnified SAI against and any claims by Employees in respect of wages, salaries, remuneration, compensation, or the like.
- 26.7. All claims regarding indemnity shall survive the termination or expiry of the Contract.

27. TERMINATION

- 27.1. SAI may terminate the Service Agreement by serving written notice of 30 days:
- a. Immediately in case the Successful Bidder is in direct breach of contractual terms and conditions and in the performance of its contractual obligations.
 - b. In the event services of the Bidder are not satisfactory or up to the mark.
 - c. If the Bidder/Successful Bidder becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement.
 - d. If the Successful Bidder fails to comply with any final decision reached as a result of arbitration proceedings

- e. If the Successful Bidder is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement.
- f. If the Successful Bidder submits to SAI a false statement which has a material effect on the rights, obligations, or interests of SAI.
- g. Any other reason as deemed fit by SAI

27.2. The Successful Bidder may terminate the Agreement, by serving a 60-day written notice to SAI, if they reasonably determine and submit that they can no longer provide the Services in accordance with applicable law or professional obligations and in such scenarios, SAI reserves the right to forfeit the Performance Security after due evaluation.

28. FORCE MAJEURE

28.1. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics quarantine restrictions lockdowns and freight embargoes. The Successful Bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.

28.2. If a Force Majeure situation arises, the Successful Bidder shall promptly notify SAI, New Delhi in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by SAI, New Delhi in writing, the Successful Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

28.3. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, SAI may at its option terminate the contract without any financial repercussion on either side.

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

28.5. If the performance of in whole or in part or any obligation under the Contract is prevented or delayed by any reason of Force Majeure for a period exceeding 30 (Thirty) days, SAI may at its option terminate the contract without any financial repercussion on either side.

28.6. During the period of their inability to perform the obligations under the Agreement as a result of an event of Force Majeure and timely intimation by the Bidder, SAI 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 Bidder.

29. DISPUTE SETTLEMENT MECHANISM

29.1. All Any dispute, difference or controversy of whatsoever nature, arising out of or in relation to this RFP (including its interpretation) between the Bidder and SAI, and so notified in writing by either party to the other party, shall, in the first instance, be attempted to be resolved amicably in accordance with the mediation procedure set forth in Clause b.

29.2. Mediation: If any claim, disputes or differences of any kind whatsoever shall arise between the Successful Bidders and SAI hereto in connection with or arising out of this RFP including interpretation of its terms, the Successful Bidders and SAI hereto shall in good faith negotiate with a view to arrive at an amicable resolution and settlement in compliance with Mediation Act, 2023. However, if the disputes are not resolved by the discussions within a period of

fifteen (15) days from the date of disputes/differences, then the same shall be settled by binding arbitration.

- 29.3. Arbitration: If any difference or disputes arises under this RFP and/or the Agreement, as the case may be, which cannot otherwise be amicably resolved between the parties through Mediation, then such dispute shall be settled by way of arbitration and either Party shall be entitled to refer the dispute to Arbitration under Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof in force. The Arbitration shall be conducted before Arbitral Tribunal comprising of a sole arbitrator to be appointed with the mutual consent of the Parties or appointed by Hon'ble High Court of Delhi while deciding an application under Section 11 of the Act. The arbitration proceedings shall be conducted as per Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.
- 29.4. The venue for arbitration shall be India International Arbitration Center, New Delhi in accordance with the D.O. No. A-60011/50/2023-ADR dated 05.04.2024 and the courts of New Delhi shall be vested with exclusive jurisdiction and the seat/venue of arbitration shall be at New Delhi and the language of arbitration proceedings and that of all documents and communications between the parties shall be English.
- 29.5. The arbitration award shall be final, and the judgment thereupon may be entered in the courts of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- 29.6. Each party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrator shall be shared equally by both the parties unless the award otherwise provides. It is further agreed between the parties hereto that such arbitration proceedings shall be completed within a period of eight (8) calendar months from the date of reference.
- 29.7. 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.
- 29.8. SAI shall have the right to bring an action seeking injunctive or other equitable relief before the courts at New Delhi, India if it reasonably believes that damages may not be an adequate remedy for any breach by the Bidder

30. APPLICABLE LAW

- 30.1. The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. Subject to Clause 29, the Courts of New Delhi, India shall have the sole and exclusive jurisdiction over all matters arising out of this RFP.

31. RESERVED RIGHTS

- 31.1. SAI reserves the right to;
 - i. Accept/reject any of the RFP clause in full or part without assigning any reason thereof.
 - ii. Revise the requirement at a later stage as and when required.
 - iii. Amend, modify, relax, or waive/delete any of the conditions/ scope of work stipulated in the RFP wherever deemed necessary, even after award of work.
- 31.2. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished from the documents submitted by the Bidder in response to this RFP or at any later stage, or in the event of any contravention by the Bidder of any condition or criterion stipulated, SAI shall terminate or cancel the appointment / engagement of the Bidder, and nothing shall be payable or be paid by SAI to the Bidder as compensation/damages or penalty.

- 31.3. SAI will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if SAI decides to cancel the RFP process or for any reason whatsoever.
- 31.4. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal or costs incurred for providing any additional information required by SAI to facilitate the evaluation process.
- 31.5. The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:
- Understood and examined the extent of the Rights, scope of Work and other information made available in writing by SAI, for the purpose of this RFP.
 - Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
 - Satisfy itself as to the correctness and sufficiency of the RFP.
 - Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with SAI or any of its government partners in relation to this RFP. Any clarifications and all information will be via e-mail only to procurement.khelointia@gmail.com. No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFP.

32. CORRUPT OR FRAUDULENT PRACTICES

- 32.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 32.2. 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 Bidder 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 Operator 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, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. "**corrupt practice**" means 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 engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to 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 RFP;

- 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 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 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.

32.3. SAI reserves the right not to conclude the Agreement and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, EMD (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

33. CONFIDENTIALITY

33.1. The Bidder agrees and acknowledges that this RFP is confidential and the Bidder, by downloading the RFP document, agrees and undertakes that nothing contained in this RFP shall be disclosed in any manner whatsoever, except to the financial and legal advisors of such Bidder. The undue use by any Bidder of confidential information related to the Bid process may, at the sole discretion of SAI, result in the rejection of its Bid. The Bidder shall further ensure that such financial and legal advisors or any other employees, representatives of the Bidder maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.

33.2. The successful bidder is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The successful 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 successful bidder and SAI. This requirement is also intended to prohibit the successful 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 successful bidder without the prior written approval of SAI. The successful 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 successful bidder agrees to return promptly all information obtained from or on behalf of SAI or any copies thereof to SAI. The successful bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship with SAI without the prior written approval of SAI.

33.3. All information and documents that are furnished by the Bidder will be treated as strictly confidential by SAI and shall not be disclosed by SAI to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

34. CONFLICT OF INTEREST

A bidder shall not have conflict of interest that may affect the selection process or the consultancy. Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, SAI shall

forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to SAI for inter-alia, the time, cost and effort of SAI including consideration of such bidder's proposal, without prejudice to any other right or remedy that may be available to SAI hereunder or otherwise.

35. TRANSFER AND SUB-LETTING

The Bidder shall have no right to assign, transfer, sell, sublet, or otherwise dispose of any part of its obligations under this RFP. The Bidder is also prohibited from allowing any third party to benefit from or take advantage of this Contract or any portion thereof.

36. INDEMNIFICATION

- i. The Bidder shall fully indemnify, hold harmless and defend SAI and its officers/employees/agents/stockholders/Affiliates 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:
 - a. Any breach of any representation or warranty of the Bidder contained in the RFP,
 - b. 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.
- ii. The Bidder hereby undertakes to indemnify SAI against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- iii. The Bidder hereby undertakes that SAI shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Operator or any of his contractors/ sub-contractors/ sub-contractor. The Bidder shall indemnify and keep indemnified SAI against all such damages and compensation, all claims' proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- iv. The Bidder hereby indemnifies SAI against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Bidder or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- v. The Bidder shall indemnify and keep indemnified SAI for any losses/ penalties on this account levied by any judicial/statutory authorities/courts on the Bidder.

37.AWARD OF CONTRACT

37.1. **Award Criteria** : SAI will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined in the RFP.

37.2. Letter of Award:

- a. Prior to the expiration of the bid validity period, SAI will notify the successful bidder in writing or email through a letter of award.
- b. In case the tendering process / public procurement process has not been completed within the stipulated period, SAI, may like to request the bidders to extend the validity period of the bid.
- c. The letter of award will constitute the formation of the contract.

- d. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to the successful bidder.

37.3. Performance Guarantee:

- a. SAI will require the selected bidder to provide at its own cost and an unconditional, irrevocable and continuing Performance Bank Guarantee/Performance security for a value equivalent to 10% of the grand total discovered in the commercial evaluation.
- b. However, for additional resources the PMU shall be required to submit an additional PBG against every such work order (PBG-10% value of work order) issued by SAI to PMU which must be submitted as per the timelines, rules and regulations mentioned in the RFP or as may be specified in the work order.
- c. The performance guarantee to be submitted by the selected bidder within 15 days of receipt of letter of award.
- d. The Performance Guarantee shall contain a claim period of three months from the last date of validity of the contract executed with the successful bidder. The agency shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project.
- e. In case the selected bidder fails to submit performance guarantee within the time stipulated, SAI at its discretion may cancel the order placed on the selected bidder and may also invoke the performance securities (submitted earlier or EMD as the case may be) without giving any notice.
- f. SAI shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or SAI incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
- g. The performance guarantee/security is to be submitted as per format indicated in Annexure XII (Format for Performance Bank Guarantee) of this RFP.

37.4. Contract Signing

- a. Within 7 days of receipt of the notification of award or letter of award (LOA), the successful Bidder shall communicate its acceptance to the said letter.
- b. Within 21 days of the notification of award or letter of award (LOA), the successful bidder shall execute the contract with SAI.
- c. If the successful bidder fails to execute the agreement (or such other extended timelines as agreed by the SAI in its sole discretion), the SAI shall have the right to forfeit the EMD of successful bidder and award the work to the next successful bidder.
- d. The successful bidder is expected to commence its service as per the work orders issued and timelines specified therein.

ANNEXURE 'I' | TERMS OF REFERENCE (TOR)

1. General

Sports Authority of India, (hereafter referred as "SAI") an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from qualified Firms to associate with SAI as Agency to provide professionals for Fit India Events

2. About SAI

Sports Authority of India (SAI), under the aegis of Ministry of Sports & Youth Affairs has been entrusted with twin objectives of promoting sports and achieving sporting excellence at the National and International level. SAI has played a significant role in shaping India's sports development by providing training to elite athletes and at the same time operating a number of schemes for identification and development of young talent. Through its sports promotional schemes, SAI supports and nurtures talent amongst youth, and provides them with requisite infrastructure, equipment, coaching facilities, and competition exposure. In addition to promote sports, SAI has also been a key in promoting awareness among general public on adopting a fit and healthy lifestyle. Fit India are the programmes been implemented with the abovementioned objectives.

3. About Fit India

FIT India Movement was launched on 29th August, 2019 by Honorable Prime Minister with a view to make fitness an integral part of our daily lives. The mission of the Movement is to bring about behavioural changes and move towards a more physically active lifestyle.

Towards achieving this mission, Fit India proposes to undertake various initiatives and conduct events to achieve the following objectives:

- To promote fitness as easy, fun and free.
- To spread awareness on fitness and various physical activities that promote fitness through focused campaigns.
- To encourage indigenous sports.
- To make fitness reach every school, college/university, panchayat/village, etc
- To create a platform for citizens of India to share information, drive awareness and encourage sharing of personal fitness stories.

4. Scope of Services

The **Project Management Unit (PMU)** for the **Fit India Movement** will act as a multidisciplinary body responsible for ideating, strategizing, implementing, and managing various initiatives to promote fitness and wellness across India. The unit will operate across key functional areas such as ideation, strategy, marketing, partnerships, on-ground operations, and technological innovations. It will also undertake any other incidental work to achieve the objectives of the Fit India Movement. The scope of service shall not be limited to FIT India division only but may extend to other components of Khelo India as well, implemented through SAI.

1. Ideation & Strategy

Objective: Develop innovative strategies and actionable plans to make fitness and integral part of daily life for all citizens.

Responsibilities:

- **Strategic Planning:** Outline holistic short-term and long-term strategies for promoting fitness across diverse demographics and geographies.
- **Innovative Campaigns:** Conceptualize and roll out national and regional fitness initiatives, such as fitness challenges, virtual events, and community programs.

- **Research & Analysis:** Identify global best practices and adapt them to suit the Indian context. Analyze fitness trends, demographic data, and user feedback to continuously refine strategies.
- **Policy Advocacy:** Support policy creation and advocacy for integrating fitness into schools, workplaces, and public spaces.
- **Cross-Team Collaboration:** Work with other functional teams to align strategy with marketing, operations, and technology.
- **Other Incidental Work:** Undertake additional tasks as required to further enhance strategic outputs.

2. Marketing, Branding & Partnerships

Objective: Strengthen the Fit India Movement as a recognizable, aspirational brand through comprehensive marketing and collaborative partnerships.

Responsibilities:

- **Integrated Marketing Campaigns:** Plan and execute national-level campaigns across social media, traditional media, and grassroots platforms to maximize visibility and engagement.
- **Brand Building:** Ensure consistency in messaging, visuals, and storytelling across all communication materials. Highlight success stories and create relatable content to inspire public participation.
- **Partnership Development:** Forge partnerships with corporates, NGOs, media platforms, influencers, and fitness brands to amplify the movement's reach and impact.
- **Community Engagement:** Build a network of ambassadors, including athletes, doctors, and fitness influencers, to promote the movement.
- **Evaluation:** Monitor and evaluate marketing initiatives for effectiveness and recalibrate strategies as necessary.
- **Other Incidental Work:** Address any emerging marketing or partnership opportunities as they arise.

3. On-Ground Operations

Objective: Seamlessly implement Fit India programs and campaigns at national, state, and grassroots levels.

Responsibilities:

- **Program Execution:** Coordinate and manage the rollout of key initiatives such as Fit India School Week, workplace fitness programs, and community-level fitness events.
- **Regional and State Coordination:** Work closely with regional, state, and district stakeholders to ensure program customization and effective implementation.
- **Logistics and Resource Management:** Ensure timely allocation and availability of resources, including promotional materials and operational tools.
- **Monitoring & Reporting:** Establish systems to track program performance, document activities, and provide regular updates to stakeholders.
- **Feedback and Adaptation:** Gather on-ground feedback to adapt and improve operational workflows.
- **Other Incidental Work:** Address any operational needs or challenges that arise during project execution.

4. Technology: Enhancing the Fit India Mobile Application

Objective: Position the Fit India Mobile Application as a leading tool for promoting fitness and wellness through innovative and user-friendly features by giving insights, ideas, course-correction measures to the development team for the Fit India Mobile Application. This is to be carried out in consideration with other stakeholders agencies engaged by Khelo India for related work.

Responsibilities:

- **User Engagement:** Introduce gamification elements such as challenges, rewards, and leaderboards to encourage daily app use.
- **Personalized Fitness Plans:** Leverage AI to deliver customized fitness routines, meal plans, and wellness recommendations based on user data.
- **Community Features:** Add forums, virtual groups, and live sessions to create a vibrant user community.
- **Integration with Wearables:** Enable seamless integration with smartwatches and other fitness devices for tracking activities and health metrics.
- **Regular Updates:** Continuously upgrade features based on user feedback and technological advancements.
- **Event Management:** Enable registration, participation tracking, and result publication for Fit India events directly through the app.
- **Other Incidental Work:** Implement any additional technological advancements that support the movement's objectives.

5. Monitoring, Evaluation & Impact Analysis

Objective: Measure the effectiveness of Fit India initiatives and ensure alignment with overarching goals.

Responsibilities:

- **Performance Metrics:** Develop and track KPIs such as participation rates, app downloads, user engagement, and fitness outcomes.
- **Impact Assessment:** Conduct periodic evaluations to assess the movement's influence on physical activity levels and health outcomes.
- **Surveys and Feedback:** Regularly gather feedback from stakeholders and participants to identify areas for improvement.
- **Reporting:** Publish detailed progress reports and impact assessments for stakeholders and the public.
- **Other Incidental Work:** Perform any additional monitoring or evaluation tasks required for assessing the movement's success.

6. Innovations and Sustainability

Objective: Ensure the Fit India Movement remains dynamic, scalable, and sustainable.

Responsibilities:

- **Revenue Models:** Explore potential monetization strategies, such as premium app subscriptions, merchandise sales, or sponsored programs.
- **CSR Collaborations:** Partner with corporates under CSR initiatives to secure funding and resources for programs.
- **Continuous Improvement:** Stay updated with emerging fitness trends and technologies to keep the movement relevant and engaging.
- **Other Incidental Work:** Identify and execute new initiatives to sustain the movement's growth and relevance.

Key Deliverables

1. Strategic plans and actionable frameworks to expand the movement's reach and impact.
2. Seamless execution of marketing campaigns, on-ground programs, and technological advancements.
3. A best-in-class Fit India Mobile Application with high user engagement and retention.
4. Robust partnerships and funding models to sustain and scale the movement.
5. Comprehensive monitoring systems to track progress and assess impact.
6. Flexibility to address any incidental tasks that arise during the project lifecycle.

5. Constitution of the Team/ Minimum Proposed Manpower Deployment

- The project would essentially require a definitive team consisting of Following Team members will be the part of strategic consultancy and will be deployed for full-time onsite support:

S.No.	Position	No.	Minimum Experience Required	Minimum Educational Qualification	Skills Required
1.	Project Manager	1	12 or more years in Project Management	Master's Degree in Relevant Field	<ul style="list-style-type: none"> • Excellent leadership and organizational skills. • Proven ability to manage large teams and budgets. • Proficiency in project management tools. • Strategic thinking and risk management skills.
2.	Senior Consultant (Ideation & Strategy)	1	5 or more years in Strategy and Ideation	MBA/ Post Graduate qualification or equivalent	<ul style="list-style-type: none"> • Strong analytical and critical thinking skills. • Excellent written and verbal communication. • Experience in stakeholder engagement.
3.	Senior Consultant (Marketing & Branding)	1	5 or more years of Marketing and branding	MBA/ Post Graduate qualification or equivalent	<ul style="list-style-type: none"> • Proficiency in digital marketing tools and platforms. • Excellent storytelling and presentation skills. • Experience in brand management. • Creativity and adaptability.
4	Senior Consultant (Operations)	1	5 or more years in Operation Management	MBA/ Post Graduate qualification / or equivalent	<ul style="list-style-type: none"> • Strong process management skills. • Excellent problem-solving abilities. • Proficiency in supply chain and logistics software.
5	Consultant (ICT)	1	5 or more years in Strategy and Ideation	MBA/ Post Graduate qualification / or equivalent	<ul style="list-style-type: none"> • Strong data analytics skills. • Proficiency in statistical tools like SPSS, Excel, and Tableau. • Good written and presentation skills.
6	Consultant (Ideation & Strategy)	1	5 or more years in Strategy and Ideation	MBA/ Post Graduate qualification / or equivalent	<ul style="list-style-type: none"> • Strong data analytics skills. • Proficiency in statistical tools like SPSS, Excel, and Tableau. • Good written and presentation skills.
7	Manager (Communications)	2	3 or more years in management Communication & Coordination	Bachelor's Degree in Relevant Field	<ul style="list-style-type: none"> • Strong organizational and multitasking skills. • Excellent interpersonal and negotiation skills. • Proficiency in coordination & communications strategy
8	Manager (Operations)	2	3 or more years in event management	Bachelor's Degree in Relevant Field	<ul style="list-style-type: none"> • Strong organizational and multitasking skills. • Excellent interpersonal and negotiation skills. • Proficiency in event management tools.
Total Resources		10			

Role and Responsibilities of the required manpower:

S.No.	Resource	Roles & Responsibilities
1.	Project Manager	<ul style="list-style-type: none"> • Oversee and manage project execution, timelines, and deliverables. • Coordinate with internal and external stakeholders. • Monitor project budgets and risks. • Ensure alignment with organizational goals and vision. • Generate progress reports and recommend solutions to challenges.
2.	Senior Consultant (Ideation & Strategy)	<ul style="list-style-type: none"> • Develop strategic frameworks for Fit India initiatives. • Ideate innovative projects for engagement and growth. • Conduct feasibility studies for new initiatives. • Collaborate with stakeholders to align strategies. • Monitor the impact of implemented strategies.
3.	Senior Consultant (Marketing & Branding)	<ul style="list-style-type: none"> • Develop and execute marketing strategies for Fit India campaigns. • Manage branding initiatives across multiple platforms. • Liaise with media agencies to ensure effective coverage. • Analyze campaign performance and refine strategies. • Build partnerships to enhance brand presence.
4.	Senior Consultant (Operations)	<ul style="list-style-type: none"> • Ensure operational efficiency in Fit India programs. • Oversee logistics, procurement, and vendor management. • Implement SOPs for smooth functioning. • Coordinate between departments to meet deadlines. • Monitor compliance with regulations.
5.	Consultant (ICT)	<ul style="list-style-type: none"> • To draw Strategy and plan to boost FIMA downloads. • Work with partners, stakeholders to ensure a seamless functioning of the App. • Map the market and competition for best practices in Fitness space.
6.	Consultant (Ideation & Strategy)	<ul style="list-style-type: none"> • Conduct market research and data analysis. • Identify trends and insights relevant to Fit India initiatives. • Assist in the preparation of strategic reports. • Collaborate with teams to implement research findings. • Monitor and report on R&D developments.
7.	Manager (Communications)	<ul style="list-style-type: none"> • Plan and coordinate events for Fit India campaigns. • Ensure smooth execution of on-ground activities. • Handle vendor and stakeholder management. • Arrange logistics and manage schedules. • Prepare event reports and post-event analyses.
8.	Manager (Operations)	<ul style="list-style-type: none"> • Plan and coordinate events for Fit India campaigns. • Ensure smooth execution of on-ground activities. • Handle vendor and stakeholder management. • Arrange logistics and manage schedules. • Prepare event reports and post-event analyses.

Note:

- All resources are required to be available onsite during deployment period and are to be exclusively assigned/deployed for the project.
- The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract based on the man-month rates as per the NOA/Contract Agreement. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
- The age limit of any of experts / specialists proposed should not be more than 55 years.
- SAI reserves the right to interview all the proposed resources by designated officer/committee of SAI before accepting deployment in the project.
- The Agency shall arrange for the basic necessary office equipment such as Desktops/Laptops or any other required devices or services for their employees.

ANNEXURE 'II' | DOCUMENTS TO BE SUBMITTED

The following documents are to be submitted with the RFP. Upload online the scanned copies as per the instructions mentioned in [Annexure X](#).

Sl. No.	Criteria	Document to be submitted online
I. General Documents		
1.	Authorized Signatory	Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents. OR Signed and scanned copy of Board resolution in favour of Authorized signatory of the bidder. (Sample Attached at Annexure VI)
2.	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
3.	Annexure VIII regarding annual turnover	Scanned copy of Annexure VIII
II. Pre-Qualification/Eligibility Documents: Criteria as Mentioned in Clause 1 of Annexure III.		
4.	Bid Security	Required Documents for EMD and Bid security as per clause 10 of RFP.
5.	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per Annexure IV .
6.	Legal Entity	Copy of Incorporation Certificate, Partnership Deed etc. + Copy of Registration Certificates with the GST & IT (PAN) Authorities
7.	Bidder's Credential	Annexure VII along with Work Order + Completion Certificates/ payment proof of client to the extent of project cost/ certification from CA certifying receipt of payment to the extent of the project cost and in case of ongoing projects, at least payment of 80% of the project cost received till bid submission date along with satisfactory progress report of the project shall be submitted.
8.	Turnover	Certificate by Statutory Auditor/ Chartered Accountant stating turnover and net positive worth in required financial years as per Annexure VIII.
9.	FIT and Proper Person	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory, as per conditions mentioned in Annexure III.
10.	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
11.	Declaration for Blacklisting	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory
III. Evaluation Criteria Documents: Criteria as Mentioned in Clause 2 of Annexure III		
12.	Consultant Experience	Annexure VII along with Work Order + Completion Certificates/ payment proof of client to the extent of project cost/ certification from CA certifying receipt of payment to the extent of the project cost and in case of ongoing projects, at least payment of 80% of the project cost received till bid submission date along with satisfactory progress report of the project shall be submitted.
13.	Team to be deployed	CVs as per format at Annexure IX along with declaration regarding availability from the part of the resource. <i>CVs should contain a list of projects to be considered for evaluation with brief summary</i>

Sl. No.	Criteria	Document to be submitted online
		<u><i>elaborating the suitability against requirement in evaluation criteria.</i></u>
IV. Financial Bid		
14.	Financial Bid	As per format at Annexure XI, Price Bid Format. To be uploaded only in the Price Bid Section of GeM Portal in PDF format.

Note: Wherever applicable, the above documents shall be used for evaluation purpose as well. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above. All the Bids so submitted must be **unconditional**. Bidders should make sure that all the pages should be **numbered**, and **an index** should be attached as first page with the Bid. The authorized signatory of the Bidder must sign the Bid with proper name, designation duly stamped at appropriate places and initial all the remaining pages of the Bid. SAI reserves its right to demand for original documents as and when required. Nonproduction of original documents shall be considered as a material deviation and may render the cancellation of bid followed by consequences such as forfeiture for Bid amount/Performance security at the discretion of SAI.

ANNEXURE 'III' | ELIGIBILITY & EVALUATION CRITERIA

1. ELIGIBILITY CRITERIA

S. No.	Parameter	Criteria
1	Bid Security	Required Documents for EMD and Bid security as per clause 10 of RFP.
2	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per Annexure IV.
3	Legal Entity	Bidder should be a registered legal entity as on the date of submission of bid recognised under the legal statute of the country including any Company, Partnership firms/LLP for last 5 years on the date of submission of bid Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status
4	Bidder's Credential	The bidders must have undertaken projects of similar scope of work/similar project type to Central or State Government/Autonomous Bodies/PSUs in last five years as on the date of submission of bid as per the requirement below- 1 Project with consultancy fee equal to or more than INR 1.56 Cr Or 2 Projects each with consultancy fee equal to or more than INR 97.5 Lacs Or 3 Projects with each consultancy fee equal to or more than INR 78 lacs
5	Turnover	The bidder should have an average annual turnover of at least INR 4.0 Cr over last three financial years ending March 2024.
6	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
7	FIT and Proper Person	Bidder should be Fit and Proper person as per the criteria defined in this RFP document.
8	Declaration for Blacklisting	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory

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 still exists.
- e. Absence of any disqualification as specified below:
 - o 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.
 - o 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.
 - o 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 submission of bids.

2. EVALUATION CRITERIA

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

Technical Evaluation Criteria		
Sl. No.	Criteria	Max Marks
A. Relevant experience of the bidder		30 Marks
A1	<p>General Experience:</p> <p>Consulting experience of undertaking consultancy engagements of minimum project value with central/ state government departments /autonomous bodies/PSU's in last 05 years from the date of the tender:</p> <p>1 Project with consultancy fee equal to or more than INR 1.56 Cr – 15 Marks Or 2 Projects with consultancy fee equal to or more than INR 97.5 Lacs and less than INR 1.56 Cr – 7.5 Marks each Or 3 Projects with consultancy fee equal to or more than INR 78 Lacs and less than INR 97.5 Lacs – 5 Marks each (Max. 15 Marks)</p> <p>Note:</p> <ul style="list-style-type: none"> • Projects where the bidder was the lead or sole member of the contract will only be considered. • A single contract/ extension to a contract will be considered as one project experience only 	15
A2	<p>Turnover</p> <p>Average annual turnover from consulting/advisory services with in the last three Financial Years (FY 2021-22, FY 2022-23, FY 2023-24)</p> <p>Less than or equal to 4 Crore: 0 marks More than 4 Crore and less than and equal to 6 Crore: 8 marks More than 6 Crore and less than and equal to 8 Crore: 12 marks More than 8 Crore: 15 marks</p>	15
B. Quality of Proposed Team		50 marks

B.1.	<p>Project Manager (01 CVs to be Submitted for Evaluation)</p> <p>The proposed team member should be having a Master’s Degree in Relevant Field with experience of working as Project Manager assignments: -</p> <ul style="list-style-type: none"> • 12 or more years of total experience: 13 marks • 8 or more year but less than 12 years of total experience: 6.5 marks 	13 Marks
B.2.	<p>Senior Consultant (Ideation & Strategy) (01 CVs to be Submitted for Evaluation)</p> <p>The proposed team member should be having a Post-Graduate / MBA or equivalent with experience of working in Strategy and Ideation assignments: -</p> <ul style="list-style-type: none"> • 5 or more years of total experience: 05 marks • 3 or more year but less than 5 years of total experience: 2.5 marks 	5 Marks
B.3.	<p>Senior Consultant (Marketing & Branding) (01 CVs to be Submitted for Evaluation)</p> <p>The proposed team member should be having a Post-Graduate / MBA / or equivalent with experience of working in Marketing & Branding assignments: -</p> <ul style="list-style-type: none"> • 5 or more years of total experience: 05 marks • 3 or more year but less than 5 years of total experience: 2.5 marks 	5 Marks
B.4.	<p>Senior Consultant (Operations) (01 CVs to be Submitted for Evaluation)</p> <p>The proposed team member should be having a Post-Graduate / MBA / or equivalent with experience of working in Operation Management assignment: -</p> <ul style="list-style-type: none"> • 5 or more years of total experience: 05 marks • 3 or more year but less than 5 years of total experience: 2.5 marks 	5 Marks
B.5.	<p>Consultant (ICT) (01 CVs to be Submitted for Evaluation)</p> <p>The proposed team member should be having a Post-Graduate / MBA / or equivalent with experience of working in Strategy and Ideation assignment: -</p> <ul style="list-style-type: none"> • 5 or more years of total experience: 05 marks • 3 or more year but less than 5 years of total experience: 2.5 marks 	5 Marks
B.6.	<p>Consultant (Ideation & Strategy) (01 CVs to be Submitted for Evaluation)</p> <p>The proposed team member should be having a Post-Graduate / MBA / or equivalent with experience of working in Strategy and Ideation assignment: -</p> <ul style="list-style-type: none"> • 5 or more years of total experience: 05 marks 	5 Marks

	<ul style="list-style-type: none"> • 3 or more year but less than 5 years of total experience: 2.5 marks 	
B.7.	<p>Manager (Communication) x 2 (nos.) (02 CVs to be Submitted for Evaluation)</p> <p>The proposed team member should be having a Bachelor’s Degree in Relevant Field with experience of working in Management Communication & Coordination assignment: -</p> <ul style="list-style-type: none"> • 3 or more years of total experience: 6 marks (3 marks each CVs). • Less than 3 years of total experience: 0 marks. 	6 Marks (2 x 3 Marks per Manager)
B.8	<p>Manager (Operation) x 2 (nos.) (02 CVs to be Submitted for Evaluation)</p> <p>The proposed team member should be having a Bachelor’s Degree in Relevant Field with experience of working in Event Management assignment: -</p> <ul style="list-style-type: none"> • 3 or more years of total experience: 6 marks (3 marks each CVs). • Less than 3 years of total experience: 0 marks 	6 Marks (2 x 3 Marks per Manager)
C	Technical Presentation	20 Marks
C.1	<p>Technical Prestation on below mentioned criteria;</p> <p>Technical approach and methodology for the assignments – 10 Marks Relevant skills and experience of the Bidder – 8 Marks. Experience of raising CSR Funds- 2 Marks</p>	20
Total		100

Note:

1. Documentation required against each criterion is detailed in [Annexure II](#).
2. The (project) experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for technical evaluation must have been executed as the primary/ lead consultant by the Applicant’s legal entity submitting the bid for this RFP. All experiences should be from India.
3. The experience shall be counted after fulfilling the criteria of minimum qualification.

ANNEXURE 'IV' | BID SUBMISSION FORM

To,
Sports Authority of India.

Sub: Selection of Project Management Unit (PMU) For FIT India Movement

Dear Sir,

1. With reference to the RFP dated for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We _____, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with SAI (Sports Authority of India) as Agency for Selection of Project Management Unit (PMU) For FIT India Movement 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 120 (One Hundred Twenty) 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
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/we certify that we fulfil the "Fit and Proper Person" criteria as mentioned in this RFP document.
9. I/we understand that SAI may cancel the Selection Process at any time and that SAI neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
10. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
11. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

- a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI.
- b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with SAI or any other public sector enterprise or any government, Central or State; and
- c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
- d. It is certified that the bidder is not directly to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
 - a. They are members of a Hindu undivided family; or
 - b. They are husband and wife; or
 - c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

(Signature, name, and designation of the authorized signatory)
(Name and seal of the Bidder)

ANNEXURE 'V' | 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 SAI'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 Sports Authority of India, New Delhi 110003 (hereinafter called the "Purchaser") in the sum of _____ for which payment will and truly to be made to SAI, 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 SAI 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 Rate Contract.

We undertake to pay SAI up to the above amount upon receipt of its first written demand, without the SAI having to substantiate its demand, provided that in its demand SAI 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 45 days i.e., for 165 days (120 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' | 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 authorize Mr. /Ms.....son/daughter/wife and presently residing at, who is presently employed with us and holding the position ofas our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Engagement with SAI including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to SAI, representing us in all matters before SAI, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SAI, in all matters in connection with or relating to or arising out of our Proposal for said Project and/or upon award thereof to us till the entering into of the Agreement with SAI.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2024.

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.

ANNEXURE 'VII' | ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER

The following information should be provided in the format below for each Eligible Project for which Bidder was legally contracted by the respective Purchaser/Client of the Bidder stated as a single entity.

(i)	Assignment Name	
(ii)	Type of Project	
(iii)	Name, Contact No. & email of the Purchaser Representative:	
(iv)	Year in which Project took place	
(v)	Location of Project	
(vi)	Contract Value	
(vii)	Payment received	
(viii)	Narrative Description of the Scope of work of the assignment	
(IX)	Status of the assignment	

IMPORTANT:

1. Use separate sheet for each Eligible Project. Please mark each sheet as Annexure VII(a), Annexure VII(b), Annexure VII(c).... for each different project.
2. Please provide proof of eligible projects undertaken with a copy of Work Order + Completion Certificates/ payment proof of client to the extent of project cost/ certification from CA certifying receipt of payment to the extent of the project cost and in case of ongoing projects, at least payment of 80% of the project cost received till bid submission date along with satisfactory progress report of the project shall be submitted. The submitted testimonial MUST contain detailed description of work (Scope of Work and TOR) carried out by the Bidder.

ANNEXURE 'VIII' | ANNUAL TURNOVER

S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)
1.	2021-22	
2.	2022-23	
3.	2023-24	

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.

ANNEXURE 'IX' | FORMAT FOR CV

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

Education:

Name of Institution	Degree Obtained (DD/MM/YY)	Year of Obtainment (DD/MM/YY)

Countries of work experience:

Employment Record

Name of Organisation	Position Held	Duration (DD/MM/YY)

Total Work Experience (Relevant): (in yy/mm/dd)

Brief Write-up of overall experience:

Work Experience:

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

Certification:

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

Name of Expert/ Personnel

Signature

Date

Endorsement of HR Department/Head of Academic Department

ANNEXURE 'X' | INSTRUCTIONS FOR ONLINE BID SUBMISSION

Please refer to GeM Portal (<https://gem.gov.in>) for instruction on online bid submission.

ANNEXURE 'XI' | PRICE BID FORMAT

S.no	Resource Description	Quantity	Man Month Rate (Exclusive of Taxes)	Tax %	Tax Amount	Man MonthRate (Inclusive of Taxes)	Man Month Rates for 12months (Inclusive of Taxes)
1	Project Manager	1					
2	Senior Consultant (Ideation & Strategy)	1					
3	Senior Consultant (Marketing & Branding)	1					
4	Senior Consultant (Operations)	1					
5	Consultant (ICT)	1					
6	Consultant (Ideation & Strategy)	1					
7	Manager (Communications)	2					
8	Manager (Operations)	2					
Total Cost for 12 Months (Inclusive of taxes)							

NOTE:

1. Taxes will be applicable as per existing government norms.
2. Bidder should consider all overhead costs while quoting.
3. The above price bid to be uploaded in pdf format. The same shall not be part of technical bid.

ANNEXURE 'XII' | - BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To _____,
_____.

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of 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 'XIII' | - DRAFT CONTRACT AGREEMENT FORMAT

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No. _____ dated _____

1. Name & address of the Agency: _____
2. SAI's Bidding Document/RFP No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the SAI.
3. Contractor's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the Contractor and the SAI in connection with this Bid.
4. In addition to this Contract Agreement Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Terms and Conditions of Contract as mentioned in above RFP
- (ii) Scope of Services as mentioned in Terms of Reference of the RFP
- (iii) Other Terms and Conditions of the RFP and Bid;
- (iv) Bid Form furnished by the Contractor
- (v) Price Schedule(s) furnished by the Contractor in its Bid;
- (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 agency are as under:

Schedule No.	Brief description of services	Total Charges	Period of contract	Total contract value

Taxes, if any _____

Total value (in figure) _____ (In words) _____

- (ii) Period of contract:
- (iii) Details of Performance Security:
- (iv) Payment terms:

(Signature, name and address of the SAI's authorised official)
For and on behalf of _____

Received and accepted this contract

 (Signature, name and address of the contractor's executive duly authorised to sign on behalf of the contractor)
 For and on behalf of _____
 (Name and address of the Contractor)

 (Seal of the Contractor)

Date: _____

Place: _____