

**SPORTS AUTHORITY OF INDIA**  
**Khelo India Division**

**Corrigendum-2**

**GeM Bid No- GEM/2023/B/4181505**

**Dated 23.11.2023**

**Sub: Corrigendum No. 2 to the above referred GeM Bid No- GEM/2023/B/4181505 for the RFP for Hiring of Event Management Agency (EMA) for Fit India Week 2023 Celebration**

**The following changes are incorporated to ATC document:**

<b>S.No.</b>	<b>ATC/RFP Clause Reference</b>	<b>Clause as per ATC/RFP</b>	<b>Amended Clause</b>
1	Clause 2: Bid Schedule	Last date & time for Bid submissions- 17.11.2023 (time as per GeM)	Last date & time for Bid submissions- 04.12.2023 (time as per GeM)

All other terms and conditions mentioned in ATC/RFP document will remain unchanged.

**SPORTS AUTHORITY OF INDIA**  
**Khelo India Division**

**Clarifications to the queries raised by Prospective Bidders against GEM/2023/B/4181505 dated 07.11.2023 for the RFP for Hiring of Event Management Agency (EMA) for Fit India Week 2023 Celebration**

<b>SL.NO</b>	<b>ATC/RFP Clause Reference</b>	<b>Clause As Per ATC/RFP</b>	<b>CLARIFICATION SOUGHT/QUERY RAISED</b>	<b>Amended Clause</b>
1	ANNEXURE 'II'   DOCUMENTS TO BE SUBMITTED II. Eligibility Criteria Documents: Criteria as Mentioned in Clause 1 of Annexure III. 5. Relevant Experience	Completion Certificates of the similar projects preferably along with work order.	As it is difficult sometimes to get a completion certification, we request the client to just consider the work order for the purpose of relevant experience.	<b>No Change in the ATC/RFP</b>
2	2. BID SCHEDULE JV/Consortium/Subcontracting	JV/Consortium/Subcontracting- not allowed	Projects of this nature would require the expertise of a consulting firm and the particle experience of an event management firm. We request the client to allow for consortium so expertise from different firms can collaborate to provide better services.	<b>No change in the ATC/RFP</b>
3	2. BID SCHEDULE Last date & time for Bid submissions	Last date & time for Bid submissions- 17.11.2023	Since the pre bid is on 10/11/2023 and we understand it might take some time for the queries to be resolved. The duration of a week to prepare for the submission is short so, we request that the date for final submission to be extended so we have ample amount of time to gather resources.	<b>No Change in the ATC/RFP</b>

**SPORTS AUTHORITY OF INDIA**  
**Khelo India Division**

**Corrigendum-1**

**F.No. 01-10007(01)/2023-HO-KHELO INDIA DIVISION**

**Dated 08.11.2023**

**Sub: Corrigendum No. 1 to the above referred F.No. 01-10007(01)/2023-HO-KHELO INDIA DIVISION for the RFP for Hiring of Event Management Agency (EMA) for Fit India Week 2023 Celebration**

**The following changes are incorporated to ATC document:**

<b>S.No.</b>	<b>ATC/RFP Clause Reference</b>	<b>Clause as per ATC/RFP</b>	<b>Amended Clause</b>
1	Clause 1: S. No. 2- Annexure III- Eligibility Criteria	The Bidder should have average annual turnover of at least INR 2 Cr over any three of the previous five financial years up to year ending March-2023	The Bidder should have average annual turnover of at least INR 1.76 Cr over any three of the previous five financial years up to year ending March-2023
2	Clause 2: A.2- Annexure III- Evaluation Criteria	<b>Turnover</b> The average annual turnover over last three years (three out of five previous financial years ending FY 2022-23) -  More than 2 Cr and less than or equal to 4 Cr- 5 marks More than 4 Cr and less than or equal to 6 Cr - 10 marks More than 6 Cr–15 marks	<b>Turnover</b> The average annual turnover over last three years (three out of five previous financial years ending FY 2022-23) -  More than 1.76 Cr and less than or equal to 4 Cr- 5 marks More than 4 Cr and less than or equal to 6 Cr - 10 marks More than 6 Cr–15 marks

All other terms and conditions mentioned in ATC/RFP document will remain unchanged.

# **Sports Authority of India**

## **“REQUEST FOR PROPOSAL” (RFP)**

**FOR**

### **HIRING OF EVENT MANAGEMENT AGENCY (EMA) FOR FIT INDIA WEEK 2023 CELEBRATION**

RFP Ref: 01-10007(01)/2023-HO-KHELO INDIA DIVISION

Date of publication: 07.11.2023

#### **SPORTS AUTHORITY OF INDIA (SAI)**

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

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## DISCLAIMER

1. The information contained in this Request for Proposal Document (hereinafter known as **“RFP Document”**) or subsequently provided to Bidders in documentary form by or on behalf of Sports Authority of India (**“SAI”**) or any of their representatives, employees or advisors (collectively referred to as **“Representatives”**), is provided to Bidder(s) on the terms and conditions set out in this RFP Document/s and any other term/s and condition/s subject to which such information/s are provided.
2. This RFP Document is neither an agreement nor an offer or invitation by SAI and/or its Representative(s) to any party other than the entities, who are qualified to submit their Proposal (**“Bid”**). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their respective Proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by SAI in relation to the Event/s. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP Document does not purport to contain all the information which each of the Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for SAI and/or its Representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should, therefore, conduct their own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate & reliable sources.
3. The information/s provided in this RFP to the Bidder(s) is/are on a wide range of matters, some of which may depend upon interpretation of law. The information/s as given are not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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 Document.
5. SAI and/or its 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.
6. 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 SAI or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and SAI shall not be liable in any manner whatsoever for the same or for any other costs & expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

## 1. NOTICE INVITING TENDER

Sports Authority of India (hereafter referred as “SAI”), an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from qualified firms(as defined under 3.2.3 of this RFP Document) to associate with SAI as **Event Management Agency (EMA) For Fit India School Week 2023 Celebration** within the scheme of “Khelo India”. The detailed scope of work and deliverables are mentioned in [ANNEXURE ‘I’](#), Terms of Reference for the Consultancy Services (TOR), of this RFP.

## 2. BID SCHEDULE

The Bid Schedule is as follows:

Date of Release	07.11.2023
Bid document download start Date	07.11.2023
Last date and time of submission of queries for Pre-Bid Conference	10.11.2023 at 1800 hours to procurement.kheloindia@gmail.com
Pre-Bid Conference through virtual mode	10.11.2023 at 1200 hours Video conferencing link for online pre-bid meeting: <a href="https://meet.google.com/fzr-atzq-fyu">https://meet.google.com/fzr-atzq-fyu</a>
Last date & time for Bid submissions	04.12.2023 (time as per GeM)
Validity Period of the BID	75 days
Deposit of earnest money &(EMD)/ Bid Security	Rs. 90,000
Mode of submission of the BID	Online (GeM)
Date & time for opening of technical BID	As per GeM
Date & time for opening of Financial Bid	Shall be notified later
Mode &Method of selection	Quality & Cost Based Selection (QCBS- 70:30)
JV/Consortium/Subcontracting	Not Allowed
E-mail for all correspondence & communications	<a href="mailto:procurement.kheloindia@gmail.com">procurement.kheloindia@gmail.com</a>

SAI reserves its right to vary or discontinue the process or any part thereof as its absolute discretion at any point of time

## INSTRUCTIONS TO BIDDERS

### 3. GENERAL INSTRUCTIONS TO BIDDERS

3.1 The Bidders may download this RFP from the website: <http://sportsauthorityofindia.nic.in>&GeMPortal website: <https://gem.gov.in/>. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule, more particularly specified in Clause 2 of this RFP.

### 3.2 Definitions and Abbreviations

The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

- 3.2.1 "Purchaser" means the organisation purchasing services as incorporated in this document i.e., Sports Authority of India (SAI).
- 3.2.2 "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer-to-offer services in accordance with the terms & conditions set out in this RFP. "Bid" means a bid submitted by a Bidder in response to this RFP;
- 3.2.3 "Agency", "Firm", "Company", "Bidder", "Consultant", "Service Provider" means any registered entity or person or associations of persons who submit/his/her/their proposal/s for providing Services in accordance with this RFP.
- 3.2.4 "Services" means services as mentioned in this document and other such obligations of the supplier covered under this RFP.
- 3.2.5 "Terms of Reference" (TOR) means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.
- 3.2.6 "Notification of Award" or "NOA" means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
- 3.2.7 "Contract" means the written agreement entered between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- 3.2.8 "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them.
- 3.2.9 "RFP" means this Request for Proposal issued by Sports Authority of India for the purpose as mentioned in this document.
- 3.2.10 "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as interest free Security Deposit.

- 3.2.11 “SAI Website” means the official website of Sports Authority of India;
- 3.2.12 “KI Website” means the official website of “Khelo India”;
- 3.2.13 “Fit India” means Fit India Mission launched by Hon’ble Prime Minister, is an effort to bring small lifestyle changes easily scalable for all irrespective of age, gender, place of living, socio-economic background. Fit India Mission wants to propagate fitness as easy & accessible, optable & doable, fun & fitness for every & anyone.
- 3.2.14 “Fit India Mobile App” means mobile application developed by Fit India for the people residing in urban, rural and remote areas of India by giving them tools to find their own fitness.
- 3.2.15 “Term” means the period commencing from the date of execution of the Service Agreement and expiring 1 Year (12 months) after the signing of the agreement, subject to earlier termination of the Service Agreement in accordance with the terms thereof.

#### **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 document 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 for the same. For all the purposes of interpretation of the Bid, the English translation shall prevail over the vernacular language.

#### **5. DOCUMENTS TO BE SUBMITTED**

All the documents detailed in Annexure II-‘Documents to be Submitted’ in this RFP document are to be mandatorily uploaded online as per the instruction for online bid submission.

#### **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, not having required Qualification/Eligibility Criteria mentioned in this RFP shall be treated as non – responsive and their bid shall not be considered further.

#### **7. RFP PROCESS**

- 7.1 RFP issued by SAI constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as per Clause 6 above) to be Service Provider (after evaluation of eligible bidders), subject to the terms of this RFP, Tender Documents and the Service Agreement.

- 7.2 This RFP is no more than a request for proposal, and it does not and is not intended to constitute a contract or a grant of any rights or Services, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by SAI of the Bidder's Bid and the execution of the Service Agreement by both SAI and the Bidder/Service Provider.
- 7.3 This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and SAI reserves the right to withdraw the RFP and/ or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid.
- 7.4 Upon selection of a Bidder by SAI, the Service Provider shall enter into a detailed contract/agreement ("Service Agreement") incorporating the terms of this RFP and the succeeded Bid.
- 7.5 The term of association shall be upto 20<sup>th</sup> February, 2024 from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP whichever is later.

## **8. BID VALIDITY**

- 8.1 The Bid shall remain valid for acceptance for a period of 75 days (Seventy-Five days) after the date of Bid opening as described in the Bidding Document/s. 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.
- 8.2 In exceptional circumstances, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidder/s, agreeing to extend the Bid validity, are to extend the same without any change or modification of their original Bid.
- 8.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

## **9. BID PRICES**

- 9.1 The Bidder providing services shall quote only in Indian Rupees.
- 9.2 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.
- 9.3 If any bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered by SAI for this RFP.

9.4 **Fixed Price:** The price quoted in the BID and finalized by SAI shall remain fixed till the validity of the contract and shall not be a subject of variation on any account.

## 10. EARNEST MONEY DEPOSIT (EMD)

- 10.1 The bidder shall furnish the EARNEST MONEY DEPOSIT/Bid Security for an amount as mentioned in the Clause 2 of the RFP. The Bid Security is required to protect the purchaser i.e. Sports Authority of India against the risk of the bidder's unwarranted conduct. Any Bid not accompanied by the Bid Security shall be summarily rejected by SAI as non-responsive.
- 10.2 Any Bidder claiming an exemption from depositing EMD/ Bid Security in lieu of any notification of Government of India, declaring his/her/their/it candidature covered in the category of exemption of Bid Security, he/she/they should furnish the relevant notification along with required supporting documents viz valid Registration Certificate etc.
- 10.3 The bidder, seeking EMD exemption, not covered in clause 10.2 hereinabove, 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 shall not be considered for availing benefits under PP Policy 2012 for MSEs.
- 10.4 The Bid Security shall be furnished in one of the following forms:
- Account Payee Demand Draft
  - Fixed Deposit Receipt
  - Banker's cheque / Pay Order
  - Bank Guarantee (including e-Bank Guarantee) from any of the commercial banks (as per the format at [Annexure V](#)),
  - NEFT transfer to "SECRETARY, SAI (KHELO INDIA)  
Union Bank of India Account No: 108510100032325, IFSC No. UBIN0810851. (**Bidder has to upload challan/proof along with Bid in GeM Portal**)
  - Valid Insurance Surety Bonds
- 10.5 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, Sports Authority of India**", 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 V](#) of the Bid Document.
- 10.6 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 120 days from the date of opening of the Technical Bid.
- 10.7 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.

- 10.8 The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 10.9 SAI shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that SAI will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 10.10 Earnest Money is required to protect the purchaser 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.
- 10.11 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.

## 11. BIDDERS QUERIES AND RESPONSES THERETO

- 11.1 All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person on the email id [procurement.kheloidia@gmail.com](mailto:procurement.kheloidia@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			

- 11.2 A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with SAI in writing. SAI will respond in writing to such request in pre-bid conference as per the bid schedule. All enquiries should be sent to SAI through email only. SAI shall not be responsible for ensuring that Bidder's enquiries have been received by them. SAI will endeavour to provide a complete, accurate, and timely response to all questions to all the Bidders. However, SAI makes no representation or warranty as to the completeness or accuracy of any response, nor does SAI undertake to answer all the queries that have been posed by the Bidders. All responses given by SAI will be distributed/mailed to all the Bidders or posted on the online portal/website. Bidder should regularly visit the portal/website for any updates/corrigendum.
- 11.3 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 may 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.
- 11.4 Within reasonable time period from the Pre-Bid Conference, SAI will issue responses to all of the bidders' written queries, together with any other revised documents (if required).
- 11.5 Amendments to Bidding Documents:
- i. At any point of time, prior to the deadline for submission of Bids, SAI may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids.
  - ii. Such an amendment will be uploaded on SAI website: [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in), and GeM portal of Government of India [www.gem.gov.in](http://www.gem.gov.in). Bidders are, therefore, advised to refer to SAI website and GeM portal before submitting bids.

## **12. SUBMISSION OF BIDS**

- 12.1 Bids are to be submitted online as per instructions in [Annexure X](#) of the RFP.
- 12.2 SAI will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.
- 12.3 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time on the next working day.

- 12.4 Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Bidders acknowledgement letter of bid submission at GeM website: <http://gem.gov.in>.
- 12.5 The Technical Bid is to be opened at the prescribed time and date as indicated in RFP Bidding schedule. During the Technical Bid opening, the Bid opening official(s) shall read the Salient Features of the Bids viz brief description of the services offered and any other special features of the Bids, as deemed fit by them.
- 12.6 Financial bids of the technically qualified Bidders shall be opened online at the date, &time as intimated, over the GeM portal <https://gem.gov.in> later on. The authorized signatories/ representatives of such Bidders who wish to attend the financial bid opening may please do so by showing their bid acknowledgement slip.
- 12.7 Late Bids: Bids received after the specified date & time of receipt of the Bid as mentioned in clause 2 of this RFP shall not be considered.
- 12.8 The Bidders are required to upload the documents in accordance with the instructions & description as mentioned in Clause 05 & [Annexure II](#) of this RFP.
- 12.9 Bidders shall submit 'online Bid' only, in form of PDF/ or Scanned copy. Hard Copy of Bid documents will not be accepted.
- 12.10 The Bids submitted must be legible and without overwriting, interlineations, corrections, double typing, etc.
- 12.11 Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 12.12 All terms & conditions in the bid document shall stand freeze on the date of opening of the bid.
- 12.13 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.
- 12.14 The Bid should be an unconditional bid. In case of any condition, the Bid shall be treated as non-responsive and be disqualified.

### **13. SCRUTINY OF BIDS**

The Purchaser/SAI will examine the Bids to determine if they are complete, whether the documents have been properly signed, stamped and are generally in order. Purchaser will determine the responsiveness of each Tender to the Technical Evaluation Document without recourse to extrinsic evidence. Each page of the bid document submitted by bidder shall be signed &sealed by the bidder or its authorized signatory.

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

- i. Incomplete bids that do not quote for the complete scope of work as indicated in the Bid-related documents, addendum (if any) and any subsequent information given to the Bidder;
- ii. Information that is found to be incorrect/misleading at any stage during the tendering process;
- iii. Incomplete Bids;
- iv. Inclusion of Financial/Price Bid details in a technical Bid, or technical Bids that reveal quotations, in any form; and
- v. Non-fulfilment of the eligibility criteria or minimum required score in 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.
- viii. Any BID/s even otherwise, in violation of law of land or illegal.
- ix. if Bidder found a person of criminal antecedent or involve in anti-national & social activities, direct or indirect manner.

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

- i. Incomplete Bids that do not set out the Service Fee for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder.
- ii. Financial/Price Bids made through Tele fax/Telegraphic/Fax/E-mail/by post.
- iii. Bids which do not confirm unconditional validity of the bid for 75 days from date of opening of Bid.
- iv. Bids which do not conform to SAI bid format.
- v. Bids in respect to which the bidder does not accept SAI rectification of clerical/arithmetic discrepancies in the financial/price bid, if any.
- vi. Any Financial/Price Bid that does not comply with the conditions laid down by SAI.

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

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

**13.4 Minor infirmity/irregularity/Non-conformity**

If during the preliminary examination, the Purchaser finds any minor infirmity and/ or irregularity and/ or non-conformity in a bid, the Purchaser may reject or may convey its observation on such 'minor' issues to the bidder by email/registered / speed post etc. asking the bidder to response by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

### 13.5 Discrepancies in Prices

- 13.5.1 Bidders are advised to be alert, cautious & careful while quoting the prices in the BID, no request & excuses for corrections in the quoted figures shall be entertained after the submission of the Bid.
- 13.5.2 If, in the price structure quoted by a Bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 13.5.3 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total of the same shall stand corrected.
- 13.5.4 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 13.5.5 If, as per the judgment of the Purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the Purchaser, the tender is liable to be ignored.
- 13.5.6 Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

### 14. EVALUATION CRITERIA

- 14.1 The Bids 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 evaluation criteria is mentioned in Clause 2 of [Annexure III- Eligibility & Evaluation Criteria](#).
- 14.2 Overall weightage of 30% for Financial Bid and 70% for Technical Bid shall be considered while calculating final score.
- 14.3 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.
- 14.4 A Bidder must get a minimum of 60 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 60 in the Technical Evaluation Criteria will only be opened.

14.5 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.

14.6 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

14.7 In the event that one or more Bidders have the same Ts value, the Bid with the lowest quoted price will be treated as "Best Bid". In case of further tie, the bidder with highest technical score (St) will be rated as the 'Best Bid'. Further, in the event that the bidders are still maintaining a tie, the bid from the bidder with the highest average turnover in the last 03 financial years ending March-2023, will be rated as the 'Best Bid'.

14.8 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.

14.9 However, in case of minor deviation and/or irregularity and/or 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.

## 15. DECLARATION OF SUCCESSFUL BIDDER

15.1 Prior to the expiration of the validity period for the Bid, SAI shall notify the successful Bidder in writing by Notification of Award. SAI will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and SAI shall discuss and enter into a mutually agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Bidder and shall not have terms and conditions more onerous on the Service Provider than those contained in the RFP.

15.2 The failure of SAI and the successful Bidder to agree to the terms and conditions of the Service Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals.

15.3 Upon the successful signing of the Service Agreement by the Bidder and SAI, and the Service Provider furnishing the Performance Security, SAI will promptly notify the name

of the winning Bidder to each unsuccessful Bidder and refund their respective Earnest Money Deposits/bid security.

- 15.4 Term of the Service Agreement: The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.

## 16. PERFORMANCE SECURITY

- 16.1 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, and shall furnish an irrevocable bank guarantee ([Annexure XII](#)) for an amount of 3% of the accepted value of the contract ("Performance Security") failing which an amount @ 0.1% penalty per day of the contracted amount will be levied upon the Bidder. The said Penalty shall be imposed for the specified period not exceeding for further period of 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 minimum two years.
- 16.2 The Performance Security in the form of a Bank Guarantee(including e- Bank Guarantee) or other valid negotiable instrument of guarantee viz Fixed Deposit/Demand Draft/ Valid Insurance Surety Bonds/ NEFT Transfer shall be drawn from any Commercial Bank drawn in the favour of account details given hereinbelow 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 (KHELO INDIA)  
Union Bank of India Account No: 108510100032325  
IFSC No. UBIN0810851
- The format for performance security to be submitted in the form Bank guarantee is attached at [Annexure XII](#).
- 16.3 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.
- 16.4 All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Service Provider. No interest will be payable on the Performance Security by SAI.
- 16.5 In the event of any failure/any breach or violation on the part of the Service Provider, which is not cured within reasonable time from receiving a written notice of such failure from SAI, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by SAI.

## 17. SCOPE OF WORK& TIMELINES OF THE PROJECT

- 17.1 The tentative detailed scope of work manpower during the contract period is mentioned in [Annexure I](#).
- 17.2 The term of association shall be upto 20<sup>th</sup> February, 2024 from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP whichever is earlier.

## 18. Deleted

## 19. TERMS OF PAYMENT

- 19.1 The payments shall be made in instalments as under:
- a) **Phase I** – 40% of the total contract amount will be released as part payment according to Invoices/bills raised (as per actual) subject to verification from designated officers of successful completion (in terms of quantity, quality and timelines) of the Mega Event as mentioned in Annexure I- Scope of Work-Point-C of Event Management Head.
  - b) **Phase II** – 40% of the total contract amount will be released as part payment according to Invoices/bills raised (as per actual) subject to verification of successful completion (in terms of quantity, quality and timelines) of FIT India Week Campaign.
  - c) **Phase III** – Final Payment: 20% of the contract value will be made after final acceptance of all documentation and reports of the Event.
- 19.2 Final Billing will be done on actual orders placed.
- 19.3 EMA has to ensure that any additional work done by the EMA has to be approved by the Fit India Mission/SAI in writing, otherwise it will not be considered for payments.
- 19.4 All billed items are to be signed off by respective FA Head from SAI/ Designated officer/Committee regarding quantity, quality and successful completion as per agreed timelines. These need to be backed up by relevant evidence (Photographs, Videos, Lists etc. signed off by Competent Authority).

## 20. OTHER TERMS& CONDITIONS OF THE BID

- 20.1 All information / details submitted to SAI shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.
- 20.2 Save as expressly authorized by SAI in writing, the Service Provider shall not, without the prior express approval of SAI, incur any liabilities on behalf of SAI, pledge the credit of SAI or make any representations or give any warranty on behalf of SAI.
- 20.3 The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by SAI, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against SAI and further shall not, for any reason or in

any manner, confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by SAI.

- 20.4 The Bidder must strictly comply with all terms and conditions herein. SAI reserves its right to call upon any or all the Bidders to satisfy SAI regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, SAI may call upon any or all the Bidders to make a presentation to SAI in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or otherwise neglects to make such presentation to SAI shall not be considered for any further evaluation and shall stand immediately disqualified.
- 20.5 The Bidder shall strictly comply with all the labour laws and law related to workmen directly or indirectly relevant to this RFP, as prevalent in the country as on date and shall not deviate from any provisions/rules/regulations applicable thereto.
- 20.6 The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract as defined in Clause 14 of this document.
- 20.7 The Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of SAI, such offices, and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of work.
- 20.8 **Privileges:** The following privileges shall be extended to the Service Provider:
- a. Performance certificate to be issued by SAI to the Service Provider upon the satisfactory discharge of its services in respect of each Phase of the project.
  - b. Successful completion certificate to be issued by SAI after completion of contract to the satisfaction of SAI.
- 20.9 **Governing Law and Jurisdiction:** The RFP and the relationship between the Bidder and SAI shall be interpreted in accordance with the laws of India. The Courts 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.
- 20.10 It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. SAI shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on any

account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. 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 notice in writing 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, wish to terminate for the convenience, it shall serve a notice period of 30 days to the Bidder, without any cost and/or liability.

- 20.11 The bidder must monitor and deploy sufficient skilled manpower to complete the deliverables as per timelines mentioned in Scope of Work. However, the manpower as deployed by the Bidder, shall remain in the employment of the Bidder for all purposes and there shall be no employer-employee relationship between SAI and personal employed by the Bidder. The relationship between SAI and the Bidder shall be on principal to principal basis only.
- 20.12 The bidder has to ensure proper deployment of resources at site during the term of the contract in accordance with the deployment plan duly approved by the purchaser in advance.
- 20.13 It will be responsibility of the bidder to ensure and verify the educational qualifications antecedents and experience of the resources deployed in SAI.
- 20.14 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.

## **21. PENALTY**

- 21.1 In case the Service Provider fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, SAI reserves the right to impose the penalty @ 0.50% of payment for work order/agreement per day subject to a maximum 10% for the project. However, the total penalty levied during the project duration shall not be more than 10% of the total project value.
- 21.2 If the performance continues to be poor beyond what is stipulated in 21.1 above SAI reserves the right to:
- I. Cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the SAI.
  - II. The Service Provider shall be debarred from participating in such type of tender and his Performance Security may also be forfeited / invoked, if so warranted.
- 21.3 No Penalty will be imposed for delay attributable to SAI or reasons which fall within the definition of Force Majeure as per clause 28 of this RFP.

- 21.4 The Purchaser will make payment after necessary deductions of penalty.
- 21.5 For delay in service deliverables reasons not pertaining to selected bidder, the Purchaser shall take decision on extension of such timelines and levy of penalty. However, in the event SAI considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.

## **22. GENERAL TERMS & CONDITIONS OF CONTRACT**

- 22.1 Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services / supplies to SAI, shall invite all or any actions / sanctions, as the case maybe. The decision of SAI arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to put pressure of any kind, may disqualify the bidder for the present RFP and the bidder may also be liable to be debarred from bidding for SAI /SAI RFPs in future for a period of two years.
- 22.2 SAI reserves the right to modify and amend any of the stipulated condition/criterion given in this RFP, depending upon project priorities vis-à-vis urgent commitments.
- 22.3 SAI also reserves the right to accept/reject a bid, to cancel/abort RFP process and/or reject all bids at any time prior to award of work without incurring any liability to the affected agencies on the grounds of such action taken by SAI.
- 22.4 SAI may not award any work to the any bidder at its own discretion without assigning any reason thereof.
- 22.5 Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 22.6 The decision of SAI arrived during the various stages of the evaluation of the bids is final & binding on all bidders. Any representation towards these shall not be entertained by SAI. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder in prescribed manner.
- 22.7 In case the bidder is found in-breach of any condition(s) of RFP at any stage during the course of project deployment period, the legal action as per rules/laws will be taken/ initiated.
- 22.8 Any attempt by the bidder to influence or 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 tenders in future for a period of three years.
- 22.9 Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on SAI.

- 22.10 Upon verification, evaluation/assessment, if any information furnished by the Agency in the BID found to be false& fabricated or in any manner incorrect/false, the said bid shall be summarily rejected and no correspondence on the same shall be entertained. SAI will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.
- 22.11 Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document, shall be short-listed for further evaluation.
- 22.12 It is urged through this RFP that misrepresentation of facts shall be a matter of serious legal & administrative repercussions including barring of the bidder from all Sports Authority of India tenders/RFPs for a period of 10 (ten) years.
- 22.13 Bidders are requested to share information which is true and based on some tangible proofs.

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

- 23.1 Intellectual Property Rights towards any content, software property and documents (including source codes, databases, documents, training manuals, course content etc.), if developed exclusively for this project shall lie with the Purchaser in perpetuity for all purposes. The Intellectual Property Rights of all the software code, data, algorithms, documentation, manuals, etc. generated as a part of implementation of this project shall solely vest with the SAI/Purchaser.
- 23.2 The successful bidder has to sign confidentiality and Non-disclosure agreement (NDA) i.e. Annexure XIV with SAI at the time of signing of contract
- 23.3 The Bidder shall ensure that there is no infringement of any Intellectual Property Rights (IPR) of third parties. However, if a third-party claims that a product delivered by the Bidder/ to Purchaser infringes that party's patent or copyright/IPR's in any form, the Bidder shall keep Purchaser fully indemnified in this regard and shall defend Purchaser against that claim at the Bidder's/ expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Bidder.
- 23.4 The Bidder shall provide the source codes on Go-Live of the project. Any changes/ updates in the source codes done by the Bidder as part of the deliverables of the project during the contract period shall be provided to Purchaser as and when done. At the end of the contract period, final documentation shall be provided by the successful bidder to Purchaser with all updates and modifications failing which may lead to revoking the performance security by Purchaser.

- 23.5 The Bidder agrees and acknowledges that all Intellectual Property Rights of work created by the Bidder in pursuant to this RFP/Tender Documents shall stand vested in favour of SAI for all purposes.

## **24. HANDOVER**

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

## **25. REPRESENTATIONS AND WARRANTIES**

- 25.1 SAI, along with its employees, representatives, advisers, make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
- 25.2 SAI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- 25.3 The Bidder 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 represents that no effort has been used by the Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing. Such an effort shall result in non-consideration / rejection of its Bid.

## **26. INDEMNIFICATION AND LIABILITIES**

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

## **27. TERMINATION**

27.1 SAI may terminate the Service Agreement by serving written notice of 30 days:

- a. Immediately in case the Bidder/Service Provider is in direct breach of contractual terms & conditions and in the performance of its contractual obligations.

SAI may give an opportunity to the bidder to cure the defect within 30 days by issuing a notice to the said effect, however failure to cure the defect within 30 days or within the further period as the SAI may have subsequently approved in writing, shall render the termination of the contract;

- b. In the event the services of the Bidder are not satisfactory or up to the mark.
- c. If the Bidder/Service Provider becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement.
- d. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings.
- e. If the Service Provider is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement.
- f. If the Service Provider submits to SAI a false statement which has a material effect on the rights, obligations, or interests of SAI.
- g. Any other reason as deemed fit by SAI

27.2 The 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 lack of due forceability. 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 subparagraphs.

## **29. DISPUTE SETTLEMENT MECHANISM**

29.1 All disputes or differences arising out of or in connection with the present contract/RFP including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions. SAI and the Successful bidder shall make every effort to amicably resolve by direct informal negotiation/discussion, regarding any disagreement or dispute arising between them under or in connection with the Contract.

29.2 If the parties fail to amicably resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either SAI, New Delhi or the Successful Bidder may give a notice to the other party of the intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996, as amended, the rules thereunder and any statutory modifications or re-enactments thereof. In the case of a dispute or difference arising between SAI and a Successful Bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to a Sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The award of the arbitrator will be final and binding on the parties to the Contract. The fees and the procedure of the Arbitration proceeding shall be in accordance with the prevailing policies of SAI.

29.3 Venue of Arbitration: The Sole Arbitrator shall have its seat in New Delhi.

29.4 The Arbitration proceedings will be in English Language.

29.5 Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

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

29.7 All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the High Court at New Delhi.

### **30. APPLICABLE LAW**

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

### **31. RESERVED RIGHTS**

31.1 SAI reserves the right to;

- I. Accept/reject any of the RFP clause in full or part without assigning any reason thereof.
- II. Revise the requirement at a later stage as and when required.
- III. Amend, modify, relax or waive/delete any of the conditions/ scope of work stipulated in the RFP wherever deemed necessary, even after award of work.

31.2 In the event of any misstatement or misrepresentation got 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 towards 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. No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFP.

### **32. FRAUD & MALPRACTICES**

32.1 It is required by all concerned namely the Bidders/Successful Bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, SAI: -

- I. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- II. Will declare a firm ineligible or 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 firm has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.

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

32.3 Without prejudice to the rights of the Authority under Clause 32.1& 32.2 hereinabove and the rights and remedies which SAI may have under this contract, or otherwise, if a Bidder is found by SAI to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by SAI during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be, SAI have shall absolute right to reject the bid, terminate the contract and initiate the legal or/and administrative process which shall be deemed fit and proper at the appropriate stage and time against the said bidder.

### **33. CONFIDENTIALITY**

- 33.1 The Bidder agrees and acknowledges that this RFP is confidential and the Bidder, by downloading the RFP document, agrees and undertakes that nothing contained in this RFP shall be disclosed in any manner whatsoever, except to the financial and legal advisors of such Bidder. The undue use by any Bidder of confidential information related to the Bid process may, at the sole discretion of SAI, result in the rejection of its Bid. The Bidder shall further ensure that such financial and legal advisors or any other employees, representatives of the Bidder maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.
- 33.2 The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The Bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the Bidder and SAI. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of SAI or its successors or assignees, including work product prepared at SAI's expense, for other clients of the Bidder without the prior written approval of SAI. The Bidder is not authorized to identify SAI as a client for the purposes of marketing or for advertising, without the prior written approval of SAI. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on behalf of SAI or any copies thereof to SAI. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship with SAI without the prior written approval of SAI.
- 33.3 All information and documents that are furnished by the Bidder will be treated as strictly confidential by SAI and shall not be disclosed by SAI to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

### **34. SEVERABILITY**

Any term or provision of this RFP that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

## **ANNEXURE 'I' | TERMS OF REFERENCE (TOR) FOR HIRING OF EVENT MANAGEMENT AGENCY (EMA) FOR FIT INDIA WEEK 2023 CELEBRATION**

### **Brief of Event:**

Fit India School Week was conceived in 2019 with the imperative need of creating awareness about fitness not limited to children but also their parents, teachers, and school staff. In this campaign, school fraternities across the country are encouraged to celebrate 4 to 6 days in a week to promote a healthy and active lifestyle by indulging in various activities such as debates, quiz, essay writing, poster-making competitions, yoga and meditation, pledge of fitness, indigenous sports etc.

The 1st edition of Fit India School Week was celebrated in the 3rd week of November 2019 as Fitness Week in partnership with the Ministry of Education. More than 15,000 schools participated in the 1st edition of Fit India School week.

In the 2nd edition, Fit India school week was conducted from December 2020 to January 2021. More than 4.3 lakh schools celebrated the Fit India school week across the nation. Fitness activities such as yoga, free hand exercises, painting, debates, symposiums, etc., were part of this edition.

The 3rd edition of Fit India School week was organized from November 2021 to January 2022. The Fit India School Week witnessed more than 4.5 lakh participants across from all over India. Activities like Yoga, Dance, Debates, Symposiums, Lectures etc. were the part of the celebration in Fit India School Week.

The 4th edition of Fit India School Week is going to be organized from 15th November to 15th December 2023. Schools can select any week within this window for School Week Celebrations. Additionally, all schools are encouraged to celebrate their annual sports day during Fit India School Week from this edition. The details of talented athletes identified for different sporting disciplines can be shared with Sports Authority of India on the Fit India School Week page.

This year, the Fit India Mission expanding the outreach of the Fit India School Week to include colleges, universities and higher education institutions. Therefore, the 5th edition of Fit India School week be named as 'Fit India Week' for Schools and Universities, and is going to be organised from 15th November to 15th December 2023. Schools, Colleges, Universities, and Higher Education Institutions can select any one week within this duration to celebrate the Fit India Week program.

### **Scope of Work:**

<b>S.No.</b>	<b>Particulars</b>	<b>Scope</b>
1	Event Management	<ul style="list-style-type: none"><li>a) Plan, strategize, organize, and amplify Fit India Week 2023 events.</li><li>b) Organize Fit India Week 2023 celebrations in schools, universities, and educational institutions in both virtual and offline formats.</li><li>c) Organize and execute one major event preferably in Delhi/NCR, to be graced by Hon'ble Minister of Youth Affairs &amp; Sports. (End to end responsibility of selected agency)</li><li>d) Support in planning and coordination of 12 more events in consultation with SAI regional centres. Location will be finalised later. (Selected agency will support in planning &amp; coordinating the event and execution will be done by respective regional centre)</li><li>e) Plan diverse activities such as painting, poster making, quiz/debates, indigenous games etc., as detailed in the provided guidelines (Annexure I).</li><li>f) Amplify Fit India Week 2023 Celebrations across digital platforms for increased awareness.</li><li>g) Develop and promote a comprehensive Social Media Pack for the campaign on platforms including Facebook, YouTube, X, and Instagram.</li></ul>

		<ul style="list-style-type: none"> <li>h) Utilize other digital mediums for campaign amplification as suggested and deemed effective.</li> <li>i) Create and promote slogans and innovative ideas to engage the audience.</li> <li>j) Develop promotional content, including promos, social media posts, collaterals, in multiple languages as required.</li> <li>k) Organize seminars or webinars involving universities and schools to discuss the importance of fitness and healthy lifestyles among students and encourage their active involvement in the Fit India initiative. (4-6 webinar/seminar, preferably one per week)</li> <li>l) Generate buzz and maintain momentum by spreading events throughout the entire month of December.</li> </ul>
2	Production Support	<ul style="list-style-type: none"> <li>a) Produce the entire event, considering a mix of on-ground and virtual activities, and ensure its amplification across digital platforms.</li> <li>b) Capture all activities mentioned in <b>Annexure I</b> in online or virtual formats (photos, videos).</li> <li>c) Provide edited versions of recorded events with voiceovers as needed.</li> <li>d) Create promotional materials, including clips and features post the live events, and distribute them across various platforms.</li> <li>e) Facilitate participation from schools/universities by coordinating with their respective management and ensuring their involvement in Fit India Week 2023 events.</li> <li>f) Maintain a strong online presence, encouraging active participation from schools, universities, students, and faculty members.</li> </ul>
3	Collaborations & Partnerships	<ul style="list-style-type: none"> <li>a) Establish collaborations with universities and schools such as KVS, NVS, state education board schools, Gurukul, Group of colleges/universities etc. to encourage their active participation in Fit India Week 2023. (at least 5-8 collaboration)</li> <li>b) Coordinate with Fit India influencers and other local level influencers to enhance the outreach and impact of the event.</li> <li>c) Coordinate with local leadership to take an active part in Fit India week for greater impact.</li> <li>d) Shortlist schools and universities from different geographical locations (metros/tier 1, 2 &amp; 3/rural areas).</li> </ul>
4	Evaluation & Reporting	<ul style="list-style-type: none"> <li>a) Coordinate with respective stakeholders (Fit India HQ, SAI regional centres, Ministry of Education and others) and evaluate the participation and engagement of schools and universities throughout the event.</li> <li>b) Prepare a detailed report highlighting the success of Fit India Week 2023, including participation statistics, social media reach, and impact assessment.</li> <li>c) Provide insights and recommendations for future Fit India Week basis on the outcomes of Fit India Week 2023.</li> </ul>

**NOTE: - The Event and the subsequent amplifications activities is expected to be viewed by a large number of people through electronic/digital media. Therefore, it should be impactful and engaging. Point no. 3 & 4 are an integral part of the event management, therefore should be considered while quoting as a part of Annexure XI-Price Bid.**

## 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
<b>I. General Documents</b>		
1	<b>Authorized Signatory</b>	Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents.  OR Signed and scanned copy of Board resolution in favour of authorized signatory of the bidder. (Sample attached at <a href="#">Annexure VI</a> )
<b>II. Eligibility Criteria Documents: Criteria as Mentioned in Clause 1 of Annexure III.</b>		
2	<b>Bid Security</b>	Required Documents for EMD/Bid security as per clause 10 of RFP.
3	<b>Legal Entity</b>	Copy of Incorporation Certificate, Partnership Deed etc. + Copy of Registration Certificates with the GST & IT (PAN) Authorities
4	<b>Turnover</b>	Certificate by their Statutory Auditor/ Chartered Accountant stating turnover over any three of the previous five financial years up to year ending March-2023
5	<b>Relevant Experience</b>	<a href="#">Annexure II</a> Completion Certificates of the similar projects preferably along with work order.
6	<b>FIT and Proper Person</b>	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory, as per conditions mentioned in <a href="#">Annexure III</a> .
<b>III. Evaluation Criteria Documents : Criteria as Mentioned in Clause 2 of Annexure III</b>		
7.	<b>Letter comprising the Technical Bid</b>	Scanned copy of Signed and Stamped Bid Submission Form as per <a href="#">Annexure IV</a> .
8.	<b>Experience of the Bidder</b>	<a href="#">Annexure II</a> Completion Certificates of the similar projects preferably along with work order.
9.	<b>Team</b>	CV as per format at <a href="#">Annexure IX</a> along with declaration regarding availability from the part of the resource.
10.	<b>Approach &amp; Methodology</b>	The presentation should be submitted along with the proposal in pdf format and the service provider shall present the same through online medium or in person.
<b>IV. Financial Bid</b>		
11	<b>Letter comprising the Financial Bid</b>	Scanned copy of Signed and Stamped Bid Submission Form as per <a href="#">Annexure VIII</a> .
12.	<b>Financial Bid</b>	As per format at <a href="#">Annexure XI</a> , Price Bid Format. To be uploaded only in the Price Bid Section of GeM Portal.

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 shall sign the Bid with proper name, designation duly stamped at appropriate places and initial all the remaining pages of the Bid. SAI reserves its right to demand for original documents as and when required. Nonproduction of original documents shall be

considered as a material deviation and may render the cancellation of bid followed by consequences such as forfeiture for Bid amount/Performance security at the discretion of SAI.

## ANNEXURE 'III' | ELIGIBILITY & EVALUATION CRITERIA

### 1. ELIGIBILITY CRITERIA

S. No.	Parameter	Criteria
1	Legal Entity	A company incorporated in India under the Companies Act, 1956 or 2013 and subsequent amendments thereto, Partnership Firms (LLP Act, 2008 or Partnership Act, 1932) or Proprietary Firms Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status
2	Turnover	The Bidder should have average annual turnover of at least INR 1.76 Cr over any three of the previous five financial years up to year ending March-2023
3	Relevant Experience	The Bidder should have experience of providing Event Management services to any Central/State Department/PSU/ National Sports Society/ National Sports Federation in India within the last 5 years with minimum contract value as mentioned below- One project of minimum Rs 36 Lacs OR  Two projects of minimum Rs 22 Lacs OR  Three projects of minimum Rs 18 Lacs.
4	Fit and Proper Person	Bidder should be Fit and Proper person as per the criteria defined in this RFP document.

#### Conditions for Fit and Proper Person:

For the purpose of determining whether a Bidder is a 'Fit and Proper Person', SAI may take the indicative criteria mentioned below:

- a. Financial integrity of the Bidder;
- b. Ability of the Bidder to undertake all obligations set out under this RFP;
- c. Absence of convictions or civil liabilities against the Bidder;
- d. Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment is still existing;
- e. Absence of any disqualification as specified below:
  - 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 the Proposal.

## 2. Evaluation Criteria

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

#	Criteria	Max. Marks
A	<b>Agency's Experience</b>	<b>40</b>
A.1	<b>Experience of Agency in undertaking similar events* (International/National) in the last 5 Years as below:</b> <ul style="list-style-type: none"> <li>• Upto 3 events - 5 marks</li> <li>• 4 to 8 events - 10 marks</li> <li>• Above 8 events- 15 marks</li> </ul>	15
A.2	<b>Turnover</b> The average annual turnover over last three years (three out of five previous financial years ending FY 2022-23) -  More than 1.76 Cr and less than or equal to 4 Cr- 5 marks More than 4 Cr and less than or equal to 6 Cr - 10 marks More than 6 Cr–15 marks	15
A.3	<b>Relevant experience of Agency in undertaking similar events (International/National/State) with minimum contract value of Rs 44 lacs:</b> <ul style="list-style-type: none"> <li>• Single project of min. Rs 44 Lacs- 5 marks</li> <li>• More than one project of min. Rs 44 Lacs - 10 Marks.</li> </ul>	10
B	<b>Qualifications and competence of the key personnel staff for the assignment</b>	<b>20</b>
	CVs for the following key resources to be deployed: <ul style="list-style-type: none"> <li>• Project lead (15+ yrs relevant experience) – 10 marks</li> <li>• Venue operations lead (10+ yrs experience) – 10 marks</li> </ul> Experience will be considered after completion of graduation level degree.	20
C	<b>Technical Presentation</b>	<b>40</b>
	Approach & Methodology <b>Approach &amp; Methodology</b> <ul style="list-style-type: none"> <li>• Understanding of event's requirement-10 Marks</li> <li>• Elaborated workplan in accordance to the activities planned for the execution-20 marks</li> <li>• Amplification plan on digital platforms and social media – 10 Marks</li> </ul>	40
	<b>Total</b>	<b>100</b>

Notes:

1. \*Similar experience/events mean experience in the following events:
  - Sports, Awards function, Business summit will be considered for evaluation
Social events like private parties, marriages, etc shall NOT be considered for evaluation.
2. Documentation required against each criterion is detailed in [Annexure II](#).

Dated:

To,

SPORTS AUTHORITY OF INDIA (SAI)  
1st Floor, SAI Headquarters,  
Jawahar Lal Nehru Stadium, Entry No. 10,  
Lodhi Road, New Delhi  
Email ID:

Dear Sir,

**Sub: Bid for Hiring of Event Management Agency (EMA) for Fit India Week 2023 Celebration**

With reference to your RFP document dated \*\*\* \*\*, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that SAI will be relying on the information provided in the Bid and the documents accompanying the Bid for **Hiring of Event Management Agency (EMA) for Fit India Week 2023 Celebration**, and we certify that all information provided in the Bid along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as agency for the assignment as specified.
3. I/ We shall make available to SAI any additional information it may find necessary or require supplementing or authenticate the Bid.
4. I/ We acknowledge the right of SAI to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last two years, we have neither failed to perform for the similar or other works, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against us, nor been expelled or terminated by any ministry of Government of India or its implementing agencies for breach on our part.
6. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by SAI; and
  - (b) I/We do not have any conflict of interest; and
  - (c) 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
  - (d) I/ We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
8. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the assignment or which relates to a grave offence that outrages the moral sense of the community.
9. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
10. I/ We further certify that no investigation by a regulatory authority is pending either against us including but not limited to our managerial persons, employees/representatives etc.
11. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate SAI of the same immediately.
12. I/We further acknowledge and agree that in the event any change in control occurs after signing of the Agreement upto its validity. It would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without SAI being liable to us in any manner whatsoever.
13. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned assignment and the terms and implementation thereof.
14. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I/ We have studied all the Bidding Documents carefully and understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by SAI or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
16. I/ We offer a Bid Security of INR 80,00,000 /- to SAI in accordance with the RFP Document.
17. The Bid Security in the requisite form is submitted online.
18. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the assignment is not awarded to me/us or our Bid is not opened or rejected.
19. The Bid Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the cost and implementation of the assignment.
20. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

21. I/ We shall keep this offer valid for \_\_\_\_\_ days from the Bid Due Date specified in the RFP.

22. I/ We hereby submit our Bid and offer a Bid Price as indicated in Financial Bid for undertaking the aforesaid assignment in accordance with the Bidding Documents and the Agreement.

In witness thereof, I/we submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

Name and Seal of the Bidder

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, and 'Deleted' may be indicated there.

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

Whereas \_\_\_\_\_ (hereinafter called the "Bidder") has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the "Bid") against the purchaser's Bid Reference No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_ are bound unto 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 the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day \_\_ of 20\_\_\_. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, breaches the terms and conditions of the tender document, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
  
- (2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity: -
  - a) Fails or refuses to furnish the performance security for the due Performance of the contract.
  - or
  - b) Fails or refuses to accept/execute the Rate Contract.

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

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

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

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

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

- b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity
  - (i) fail or refuse to execute the contract, or
  - (ii) fail or refuse to furnish the Performance Security, in accordance with the terms of this tender document.

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

- (i) the receipt of your notification of the name of the successful Bidder and submission of required Performance Security, in accordance with the terms of this tender document; or

(ii) thirty days after the expiration of the validity of my/our Bid.

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

Corporate Seal (where appropriate)

**ANNEXURE 'VI' | POWER OF ATTORNEY (SAMPLE)**

(Note- Board resolution 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 of .....as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Engagement with SAI including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to SAI, representing us in all matters before SAI, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SAI, in all matters in connection with or relating to or arising out of our Proposal for said Project and/or upon award thereof to us till the entering into of the Agreement with SAI.

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

IN WITNESS WHEREOF WE, ..... THE ABOVE-NAMED PRINCIPALHAVEEXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20\_\_.

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

**ANNEXURE 'VIII' |- LETTER COMPRISING THE FINANCIAL BID (ON THE LETTERHEAD OF THE BIDDER)**

Dated:

To,

SPORTS AUTHORITY OF INDIA (SAI)  
1st Floor, SAI Headquarters,  
Jawahar Lal Nehru Stadium, Entry No. 10,  
Lodhi Road, New Delhi  
Email ID:

Dear Sir,

**Sub: Bid for Hiring of Event Management Agency (EMA) For Fit India Week 2023 Celebration**

Dear Sir,

With reference to your RFP document dated \*\*\* \*\*, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that SAI will be relying on the information provided in the Bid and the documents accompanying the Bid for Hiring of Event Management Agency (EMA) for Fit India Week 2023 Celebration, and we certify that all information provided in the Bid along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. The Bid Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the cost and implementation of the assignment.
3. I/ We acknowledge the right of SAI to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
5. I/ We shall keep this offer valid for \_\_\_\_\_ days from the Bid Due Date specified in the RFP.

**I/ We hereby submit our Bid and offer a Bid Price online for undertaking the aforesaid assignment in accordance with the Bidding Documents and the Agreement.**

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)  
Name and Seal of the Bidder

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

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

**Education:**

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

**Countries of work experience:**

**Employment Record**

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

**Total Work Experience (Relevant)\_\_\_\_\_ (in years)**

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

**Work Experience:**

<b>Detailed Tasks Assigned</b>	<b>ReferencetoPriorWork/AssignmentsthatBestIllustratesWorkExperien ce</b>
	<b>Name of Assignment:</b> <b>Year:</b> <b>Client:</b> <b>Project Details:</b> <b>Main project features:</b> <b>Position Held:</b> <b>Activities performed:</b>

**Certification:**

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

\_\_\_\_\_  
Name of Expert/Personnel

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Endorsement of HR Department/Head of Academic Department

## **ANNEXURE 'X' | INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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

## ANNEXURE 'XI' | PRICE BID FORMAT

**Name of Work:** Bid for Hiring of Event Management Agency (EMA) for Fit India Week 2023 Celebration

### Price Bid

To be only filled in the GeM Portal-

S. No.	Modules as per Scope of work	Upper Limit (in INR inclusive of GST)	Cost (in INR) (to be filled by the bidder)	GST (in %) (to be filled by the bidder)	Total Cost inclusive of GST (in INR) (to be filled by the bidder)
1.	Event Management Fee	15,00,000			
2.	Production Support and Promotions Fee	29,00,000			
	<b>Total Lumpsum Cost</b>	<b>44,00,000</b>			

#### Note:

- No conditions should be attached to the price proposal.
- The amount should be quoted in both figure and words. In case of discrepancies in the prices mentioned in the figure and word, the prices mentioned in the words shall be considered as final price.
- Price bid along with breakup elements Annexures should only be uploaded in the price bid section of the portal in the PDF Format.
- Price to be quoted by the bidders should not exceed the upper limit mentioned above

Signature of the Agency:

Address:

Date:

**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**

1. Name & address of the Contractor: \_\_\_\_\_
2. SAI's Bidding Document/RFP No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the SAI.
3. Contractor's Bid No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s)

No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the Contractor and the SAI in connection with this Bid.

4. In addition to this Contract Agreement Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Terms and Conditions of Contract as mentioned in above RFP
- (ii) Scope of Services as mentioned in Terms of Reference of the RFP
- (iii) Other Terms and Conditions of the RFP and Bid.
- (iv) Bid Form furnished by the Contractor
- (v) Price Schedule(s) furnished by the Contractor in its Bid.
- (vi) SAI's Notification of Award

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

- (i) Brief particulars of services which shall be performed/provided by the contractor are as under:

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

Taxes, if any \_\_\_\_\_

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

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

\_\_\_\_\_

Received and accepted this contract

---

(Signature, name and address of the contractor's executive

Duly authorized to sign on behalf of the contractor) For and on behalf of \_\_\_\_\_  
(Name and address of the Contractor)

---

(Seal of the Contractor)

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