

SPORTS AUTHORITY OF INDIA
Khelo India Division

Corrigendum-1

Bid Ref No.: GEM/2024/B/5204631

Dated- 13.08.2024

Sub: Corrigendum No. 1 to the above referred GeM Bid No.- GEM/2024/B/5204631 dated 25.07.2024 against the RFP for Selection of Strategic Advisors for Sports Event Planning.

The following changes are incorporated to the RFP/ATC:

S.No.	RFP/ATC Clause Reference	Clause as per RFP/ATC	To be read as
1	Clause 2	Last Date of submission as per GeM- 16.08.2024 till 1430 Hrs	Last Date of submission as per GeM- 7 Days from the date of Uploading
2	ANNEXURE 'IV' BID SUBMISSION FORM Subject & Clause no. 6 Page No. 30	Sub: Selection of Project consultants for Monitoring of Khelo India Scheme. 1. With reference to the RFP dated for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We , having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with SAI (Sports Authority of India) as Agency for Selection of Project consultants for Monitoring of Khelo India Scheme as per terms mentioned in this RFP. 6. I/We agree to keep our Bid valid for acceptance for 120 (One Hundred Twenty) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period.	Modified Clauses in the bid submission form: Sub: Selection of Strategic Advisors (For Sports Events Planning) 1. With reference to the RFP dated for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We , having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with SAI (Sports Authority of India) as Agency for Selection of Strategic Advisors (For Sports Events Planning) as per terms mentioned in this RFP. 6. I/We agree to keep our Bid valid for acceptance for 75 (Seventy Five) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period.
3	Clause No. 15.7 page No. 10	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-2024, will be rated as the 'Best Bid'.	Modified Clauses No. 15.7 as below:- "In the event that one or more Bidders have the same St value, then the successful bidder will be the one who is selected H1 as per option available on GeM and will be rated as the 'Best Bid'"

All other terms and conditions mentioned in tender document will remain unchanged.

Pre-Bid Clarifications

SL.NO.	ATC/RFP Clause Reference	Clause As Per ATC/RFP	CLARIFICATION SOUGHT/QUERY RAISED	Clarification/Modification
1	SCOPE OF WORK & TIMELINES OF THE PROJECT Clause 18.2 Page No. 12	The term of association shall be for 12 months from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP whichever is later. The resources with proper qualifications as required by SAI should be deployed within 30 days from the date of notification of award. If extension is needed in deployment of an employee, it should be properly informed to SAI authorities in advance.	We request the following amendment The resources with proper qualifications as required by SAI should be deployed within 45 days from the date of notification of award.	The timeline for the deployment of the resources is considering the requirement of SAI and as per the scope of project. Hence, no change is proposed.
2	MANPOWER REQUIREMENT Clause 19.5 Page No. 13	Bidder shall promptly initiate a search for a replacement to ensure that the role of any resource is not vacant for any longer than 07 days , subject to reasonable extensions, limited to a maximum of 15 days on special request by Bidder to SAI. However, in such cases the bidder will still be required to ensure the completion of the allocated work as per terms and conditions of the tender.	We request to amend the clause as suggested below, considering the industry practice. Bidder shall promptly initiate a search for a replacement to ensure that the role of any resource is not vacant for any longer than 30 days , subject to reasonable extensions, limited to a maximum of 45 days on special request by Bidder to SAI. However, in such cases the bidder will still be required to ensure the completion of the allocated work as per terms and conditions of the tender.	The timeline for the deployment of the resources is considering the requirement of SAI and as per the scope of project. Hence, no change is proposed.
3	MANPOWER REQUIREMENT Clause 19.9 Page No. 13	The bidder must ensure at least 2 weeks overlap period for knowledge transfer in such replacements.	We request the following amendment The bidder shall ensure adequate knowledge transfer in such replacements.	Considering the requirement of the SAI and the scope of service in the instant project. Hence no change is proposed.
4	PENALTY Clause 22.1 Page No. 15	In case the Successful Bidder/resource deployed fails to commence/execute the work as assigned to them/unsatisfactory performance of the resource even after formal warning, SAI reserves the right to impose the penalty at 0.50% of the monthly billable value of the firm per such incidents as approved by the competent authority. However, the total penalty levied during the project duration shall not be more than 10% of the total project value.	As the Contract is for 12 Months & Invoice shall be paid monthly, we request the following modification in the % of the penalty In case the Successful Bidder/resource deployed fails to commence/execute the work as assigned to them/unsatisfactory performance of the resource even after formal warning, SAI reserves the right to impose the penalty at 0.25% of the monthly billable value of the firm per such incidents as approved by the competent authority. However, the total penalty levied during the project duration shall not be more than 5% of the total project value.	Based on extant rules and considering the requirement of SAI and the scope of service in the instant project. Hence, no change is proposed.
5	PENALTY Clause 22.2 Page No. 15	Substitution of key personnel can be allowed only in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. If the resources deployed resigns or is to be replaced by the selected agency, penalty as stipulated below will apply: a) Such substitution shall be limited to not more than 30% of total key personnel, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the procuring entity. b) Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced by 5% of	The reasons for replacement may not be in control of the bidder; which include medical emergency, bereavement, etc. Hence, we request the client to remove these clauses to help make the project financially conducive for the bidder.	Frequent change in manpower may affect the quality of work and might result in repeated training to the manpower on part of SAI. Also considering the scope of services, no change is proposed.

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		<p>the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract.</p> <p>c) In case of the next 10% replacement, the reduction in remuneration may be equal to 10% (ten per cent) and for the third 10% replacement such reduction may be equal to 15% (fifteen per cent).</p>		
6	<p>INDEMNIFICATIONS AND LIABILITIES</p> <p>Clause 26 Page No. 17 & 18</p>	<ol style="list-style-type: none"> 1. The bidder shall fully indemnify, hold harmless and defend Ministry of Youth Affair and Sports (MYAS)/ SAI and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to: <ol style="list-style-type: none"> 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. 2. SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI's action. 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. 4. The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPRs) while providing its services under the Project. 5. The Successful Bidder shall at all times indemnify and keep 	<p>We request to the client to add the following Clauses in this section</p> <ol style="list-style-type: none"> 1. We request that the liability be limited to one time the fee paid to the Consultant. This is as per the industry standard. 2. "Client shall indemnify and hold harmless the Consultant for all losses and claims arising in connection with any third-party claim in relation to or pursuant to the contract or the services." 3. "Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the rights of indemnity of the Client and (iii) any right which a Party may have under the Applicable Law." 4. "Client shall not disclose to any third party the advice, opinions, reports or other work product of the Consultant provided hereunder without the prior express written consent of the Consultant." 	<p>The indemnifications and liabilities as per the requirement of SAI and the scope of service in the instant project. Hence, no change is proposed.</p>

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		<p>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.</p> <p>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.</p> <p>7. All claims regarding indemnity shall survive the termination or expiry of the Contract.</p>		
7	<p>TERMINATION</p> <p>Clause 27.2 Page No. 18</p>	<p>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.</p>	<p>To keep the agreement balanced for both parties, we propose to following change in the clause:</p> <p>The Successful Bidder may terminate the Agreement, by serving a 30-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.</p>	<p>Considering the requirement of the SAI and the scope of service in the instant project. Hence, no change is proposed..\</p>
8	<p>RESERVED RIGHTS</p> <p>Clause 31.1 Page No. 19 & 20</p>	<p>SAI reserves the right to;</p> <p>i. Accept/reject any of the RFP clause in full or part without assigning any reason thereof.</p> <p>ii. Revise the requirement at a later stage as and when required.</p> <p>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.</p>	<p>We assume that, Sub Clause i & ii are valid during Tender Stage only. - Kindly Clarify on same.</p> <p>For Sub-Clause iii, we request to amend the line with adding a sentence at last : 'after mutual consent from Successful Bidder'.</p>	<p>Sub-Clause i and ii are intended to be valid during the Tender Stage only.</p> <p>Considering the requirement of the SAI and the scope of service in the instant project, no change proposed in the (iii) clause:-</p> <p>"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."</p>
9	<p>ANNEXURE 'I' TERMS OF REFERENCE (TOR)</p> <p>Clause 4 Point i Page No. 22</p>	<p>Overall responsibility of implementation of project in most efficient manner.</p>	<p>We assume that, the successful bidder shall aid SAI officials in forming the strategy for steering the smooth coordination accomplishment of the games and shall not be considered the decision-making entity.</p> <p>Please Clarify</p>	<p>The successful bidder's role will be to assist, advise, and implement the strategies formulated in collaboration with SAI to ensure the project's success.</p>

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10	ANNEXURE 'I' TERMS OF REFERENCE (TOR) Clause 4 Point vi Page No. 23	Oversee the function, management, planning, execution, verification & reporting of Operations falling under the scope of the Event Management agency.	Please Clarify the extent of verification. Considering that the states organize KI Games and have their own processes, it may be difficult/near impossible for the bidder to verify the quality and other aspects of operations	It may be clarified that the bidder shall assist SAI / KI in all the said activities as and where necessary.
11	ANNEXURE 'I' TERMS OF REFERENCE (TOR) Clause 4 Point xx Page No. 23	Collating Inputs from the market & historical data to calculate an estimate for execution of operations for event.	We request you remove this Scope of Work or define the extent of the data collection.	While data collection majorly involves secondary data. Considering the requirement of the SAI and the scope of service in the instant project. Hence, no change is proposed.
12	ANNEXURE 'I' TERMS OF REFERENCE (TOR) Clause 4 Point xxv Page No. 23	Closure of Games, verification of operations with proof & Reporting in relation to Games.	Kindly clarify the form of submission for Reporting.	This would involve preparation of various reports and presentation etc.
13	ANNEXURE 'I' TERMS OF REFERENCE (TOR) Clause 4 Point xxvi Page No. 23	Support in drafting and/or review contracts and agreements and monitor legal obligations under agreements to ensure compliance.	We request you to Remove 'monitor legal obligations under agreements' as this is a specialized skill set and is not available in the team composition proposed in the RFP.	S. No. 10 may be referred
14	ANNEXURE 'I' TERMS OF REFERENCE (TOR) Clause 4 Point xlvii Page No. 23	Perform impact analysis of the games conducted by Khelo India / SAI	Kindly clarify the extent of impact analysis. Would this involve collection of primary data through survey. If so, please confirm if the additional cost will be borne by the Authority.	Data analysis would majorly involve secondary data. Hence, no change is proposed.
15	ANNEXURE 'I' TERMS OF REFERENCE	The project would essentially require a definitive team consisting of Program Director, Project lead and Consultants. Following Team members will be the part of strategic consultancy and will be deployed for full- time onsite support:	Please confirm the man day involvement of Program Director and Project Lead.	The resources as required in the RFP need to be deployed full-time with SAI during the tenure of the project. Hence, no change is proposed.

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	(TOR) Clause 5 Page No. 24			
16	ANNEXURE 'I' TERMS OF REFERENCE (TOR) Clause 5 Page No. 24	SAI reserves the right to hire additional manpower up to a maximum of 8 total resources based on the man-month rate, subject to a maximum of an additional 25% of the total cost of the tender.	Adding resources to a project for a short duration is always expensive. Ergo, from a financial perspective, we request an amendment to the latter part of the sentence as follows: ' subject to a maximum of an additional <u>35%</u> of the total cost of the tender.'	The clause is as per the extant rule and accordingly, no change is proposed.
17	ANNEXURE 'I' TERMS OF REFERENCE (TOR) Clause 5 Page No. 24	SAI reserves the right to reduce the number of resources depending on the actual requirement during the contract period based on the man-month rate.	We assume that, all the 5 Resource on the Project shall be deployed for 12 Months at SAI Head Quarters, New Delhi and this clause is for the additional 3 resource which shall be taken onboard by SAI, as needed Please Clarify.	The deployment of resources shall be as per the requirement of SAI.
18	ANNEXURE 'II' DOCUMENTS TO BE SUBMITTED Sr. No. 7 & 12 Page 25	Bidder's Credential & Annexure VII along with Work Order + Completion Certificates/ payment proof of client to the extent of project cost/ certification from CA certifying receipt of payment to the extent of the project cost and in case of ongoing projects, at least payment of 80% of the project cost received till bid submission date along with satisfactory progress report of the project shall be submitted. Consultant Experience Annexure VII along with Work Order + Completion Certificates/ payment proof of client to the extent of project cost/ certification from CA certifying receipt of payment to the extent of the project cost and in case of ongoing projects, at least payment of 80% of the project cost received till bid submission date along with satisfactory progress report of the project shall be submitted.	We request exclusion of the criteria of 80% for ongoing projects. This is because of 3 reasons. 1. A project which is higher value will run across multiple years which may not have completed 80% time duration. 2. There could be delay in payment from the client's side irrespective of completion of project which is outside the control of the bidder. 3. Sports advisory is a relatively new field and has limited number of consultancy projects.	Based on extant rules and considering the requirement of SAI and the scope of service in the instant project, no change is proposed. Further, only projects that are successfully completed will be considered.
19	ANNEXURE 'III' ELIGIBILITY & EVALUATION CRITERIA 1. ELIGIBILITY CRITERIA Page No. 27	The bidder should have an average annual turnover of at least INR 3.50 cr over last three financial years ending March 2024. Note: In case the audited balance sheet for the financial year 2023-24 is not finalized, then the turnover for the year FY 2020-21, 2021-22 and 2022-23 shall be considered and for evaluation the financial years FY 2020-21, 2021-22 and 2022-23 shall be considered.	We request you to increase the turnover to at least INR 100 crore, over last three financial years ending March 2024; to ensure participation from quality firms We also suggest to add this Paragraph to the section : 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-2024, will be rated as the 'Best Bid'	Considering the requirement of the SAI and extant guidelines and the scope of service in the instant project, no change proposed.

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20	ANNEXURE 'III' ELIGIBILITY & EVALUATION CRITERIA 2. EVALUATION CRITERIA Page No. 28	A3. Sports Consulting/Advisory experience of the bidder: Experience of providing sports consulting with reputed organizations such as central/state government departments / autonomous bodies/ PSU's/ NSFs/ State Sports Associations with minimum consulting fee of INR 50 lacs in last 05 years from the Proposal Due Date: • Each Project related to Sports Consulting with consultancy fee more than INR 50 lacs – 5 Marks each. • • Maximum 2 projects will be considered for evaluation	We request to keep the value as INR 25 Lacs as done in Clause A2 (Specific Experience)	Considering the requirement of the SAI and the scope of service in the instant project, no change proposed.
21	ANNEXURE 'VIII' ANNUAL TURNOVER Page No. 34	-	Please Clarify, if this format is indicative only, as the same differs across CA firms.	The turnover certificate need to be submitted as per Annexure-VIII of the RFP.
22	ANNEXURE 'XI' PRICE BID FORMAT Page No. 37	2. Bidder should consider all overhead costs while quoting.	We assume that, overhead cost here means the Stationary & travel cost associated with the project within Delhi. All the Accommodation, Catering & Travelling related cost associated with Events pan India will be borne by the Authority. Please Clarify.	SAI will bear all the expenses for any travel and accommodation of the resources, if related to SAI scope of work, based on the extant rules and guidelines.
23	General	-	We understand that, the Team shall help SAI / Khelo India for following 2 games 1. Khelo India University Games 2. Khelo India Youth Games Kindly update us with the other games, if to be advised strategically.	The RFP is published to hire the resources to carry out the tasks related to planning of events under SAI, including but not limited to the Khelo India Games.
24	General	-	Please Clarify. Current Bid is guided by GeM's GTC or only Terms mentioned in RFP.	GeM GTC is applicable default along with the terms of RFP.
25	Clause no. 15.2 – Evaluation Criteria, Page 10	Overall weightage of 30% for Financial Bid and 70% for Technical Bid shall be considered while calculating final score.	EY Suggestion We request the department to revise the ratio of Technical: Financial as 80:20 to ensure quality proposals. Overall weightage of 20% for Financial Bid and 80% for Technical Bid shall be considered while calculating final score. Remarks The implementation of the Scope of Work requires strategic competence in the bidder, a 70:30 method will act as a deterrent for bidders who intend to	Considering the requirement of the SAI and the scope of service in the instant project, no change proposed.

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			submit a quality proposal for the bid. As a generally followed norm for projects requiring strategic inputs from consultants a Technical to Financial ratio of 80:20 is acceptable owing to criticality of Quality element in it.	
26	Clause no. 19.5 - Manpower Requirement, Page 13	Bidder shall promptly initiate a search for a replacement to ensure that the role of any resource is not vacant for any longer than 07 days, subject to reasonable extensions, limited to a maximum of 15 days on special request by Bidder to SAI. However, in such cases the bidder will still be required to ensure the completion of the allocated work as per terms and conditions of the tender.	<p>EY Suggestion Bidder shall promptly initiate a search for a replacement to ensure that the role of any resource is not vacant for any longer than 15 days, subject to reasonable extensions, limited to a maximum of 45 days on special request by Bidder to SAI. However, in such cases the bidder will still be required to ensure the completion of the allocated work as per terms and conditions of the tender.</p> <p>Remarks EY makes sincere efforts to ensure that work is not affected at client under any circumstances. The firm has a pool of dedicated professionals, however in some cases for specific skills new professionals are hired from the industry, which might take upto 45 days owing to notice period and onboarding process.</p>	S. No. 2 may be referred.
27	Clause no. 22.2 – Penalty, Page 15	<p>a) Such substitution shall be limited to not more than 30% of total key personnel, subject to equally, or better, qualified, and experienced personnel being provided to the satisfaction of the procuring entity.</p> <p>b) Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced by 5% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract.</p> <p>c) In case of the next 10% replacement, the reduction in remuneration may be equal to 10% (ten per cent) and for the third 10% replacement such reduction may be equal to 15% (fifteen per cent).</p>	<p>EY Suggestion We request for the removal of penalty in case of replacement of a resource.</p> <p>Remarks We believe in exceptional client service and robust delivery, however still due to various personal reasons resources might leave the firm or are replaced. The penal provisions are harsh for any bidder.</p>	S. No.5 may be referred.
28	Annexure 'I' Terms of Reference (TOR), Point 5 - Constitution of the Team/ Minimum Required Manpower Deployment, Page 24	SAI reserves the right to reduce the number of resources depending on the actual requirement during the contract period based on the man-month rate.	<p>EY Suggestion An intimation should be given to the firm at least 30 days in advance.</p> <p>Remarks The firm needs to plan for allocation and deployment of each resource. A prior intimation would help in smooth transition for the resource.</p>	The intimation shall be made at the earliest possible.
29	Annexure "III"	The bidder should have an average annual turnover of at least	EY Suggestion	S. No. 19 may be referred.

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	Eligibility & Evaluation Criteria, Heading 1: Eligibility Criteria (Point 5) - Turnover, Page 27	<p>INR 3.50 cr over last three financial years ending March 2024.</p> <p>Note: In case the audited balance sheet for the financial year 2023-24 is not finalized, then the turnover for the year FY 2020-21, 2021-22 and 2022-23 shall be considered and for evaluation the financial years FY 2020-21, 2021-22 and 2022-23 shall be considered.</p>	<p>We request the department to revise the minimum turnover to Rs. 50 crores in consulting services to ensure quality of bidders.</p> <p>Remarks This would keep a check on non-serious bidders.</p>	
30	<p>Limitation of Liability</p> <p>26. Indemnifications and liabilities</p> <p>Page 17</p>	<ol style="list-style-type: none"> 1. The bidder shall fully indemnify, hold harmless and defend Ministry of Youth Affair and Sports (MYAS)/ SAI and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to: <ol style="list-style-type: none"> 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. 2. SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI's action. 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. 4. The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPRs) while providing its services under the Project. 	<p>EY Suggestion Request for the Inclusion of: "The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Consultant, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services."</p>	<p>Considering the requirement of the SAI and the scope of service in the instant project, no change proposed.</p>

SL.NO.	ATC/RFP Clause Reference	Clause As Per ATC/RFP	CLARIFICATION SOUGHT/QUERY RAISED	Clarification/Modification
		<p>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.</p> <p>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.</p> <p>7. All claims regarding indemnity shall survive the termination or expiry of the Contract.</p>		
31	33. Confidentiality Page 20-21	<p>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.</p> <p>33.2. The successful bidder is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The successful bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the successful bidder and SAI. This requirement is also intended to prohibit the successful bidder from using information obtained from or on behalf of SAI or its successors or assignees, including work product prepared at SAI's expense, for other clients of the successful bidder without the prior written approval of SAI. The successful bidder is not authorized to identify SAI as a client for the purposes of marketing or for advertising, without the prior written approval of SAI. Upon termination of the relationship, the successful bidder agrees to return promptly all information obtained from or on behalf of SAI or any copies thereof to SAI. The successful bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship` with SAI without the prior written approval of SAI.</p>	<p>EY Suggestion Request for the Inclusion of: Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 year from the date of termination of this Agreement.</p>	<p>Considering that the RFP is in line with legal vetted RFP of SAI, no change is proposed.</p>

SL.NO.	ATC/RFP Clause Reference	Clause As Per ATC/RFP	CLARIFICATION SOUGHT/QUERY RAISED	Clarification/Modification
		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.		
32	28. Force Majeure Page 18-19	<p>28.1. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics quarantine restrictions lockdowns and freight embargoes. The Successful Bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.</p> <p>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.</p> <p>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.</p> <p>28.4. In case due to a Force Majeure event SAI, New Delhi is unable to fulfil its contractual commitment and responsibility, SAI, New Delhi will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.</p> <p>28.5. If the performance of in whole or in part or any obligation under the Contract is prevented or delayed by any reason of Force Majeure for a period exceeding 30 (Thirty) days, SAI may at its option terminate the contract without any financial repercussion on either side.</p>	<p>EY Suggestion Request for the Inclusion of: To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.</p> <p>Where the Bidders Personnel are required to be in present at Client's premises, the Bidder will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) the Bidders resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.</p>	Considering that the RFP is in line with legal vetted RFP of SAI, no change is proposed.
33	27. Termination Page 18	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.	<p>EY Suggestion Request for the Inclusion of: The Successful bidder may terminate this Agreement, or any particular Services, immediately upon written notice to Client if the bidder reasonably determine that it can no longer provide the Services in accordance with applicable law or professional obligations.</p>	Based on extant rules and considering the requirement of SAI and the scope of service in the instant project, no change is proposed.

SL.NO.	ATC/RFP Clause Reference	Clause As Per ATC/RFP	CLARIFICATION SOUGHT/QUERY RAISED	Clarification/Modification
34	Annexure III (1) Eligibility and Evaluation Criteria (Pg5, 27) Point no.5	<p>The bidder should have an average annual turnover of at least INR 3.50 cr over last three financial years ending March 2024.</p> <p>Note: In case the audited balance sheet for the financial year 2023-24 is not finalized, then the turnover for the year FY 2020-21, 2021-22 and 2022-23 shall be considered and for evaluation the financial years FY 2020-21, 2021-22 and 2022-23 shall be considered.</p>	<p>Due to severe business impact on sports services organizations due to COVID in the period 2020-22, many may not be able to meet this eligibility criteria. To have good participation in this bid, we propose that this criteria be modified to "Average turnover of the best 3 years in the last 5 financial years to be INR 3 cr"</p>	<p>Considering the requirement of the SAI and the scope of service in the instant project, no change proposed.</p>
35	21.12, Pg 15	<p>The bidder shall be responsible for ensuring timely payment to the resources deployed in the project and complying to all laws of the land including statutory liabilities. While doing the same Service Provider shall be required to adhere to statutory requirements as per the labour laws & abide by the Minimum Wages Act and other related laws, failing which, necessary action will be initiated against the Service provider. However, the prices quoted by the Bidder shall remain firm and fixed during the currency of the Contract and will not be subject to variation on any account</p>	<p>Timely payment to resources in such manpower deployment projects is highly dependent on the timely payment to the service provider by SAI. We understand that SAI shall make the payments within 15 days of invoicing. Is that understanding correct?</p>	<p>Payment shall be made to the selected bidder as per payment terms mentioned in the RFP vide clause No. 20.</p>
36	22.2. Pg 15	<p>Substitution of key personnel can be allowed only in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. If the resources deployed resigns or is to be replaced by the selected agency, penalty as stipulated below will apply:</p> <p>a) Such substitution shall be limited to not more than 30% of total key personnel, subject to equally, or better, qualified, and experienced personnel being provided to the satisfaction of the procuring entity.</p> <p>b) Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced by 5% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract.</p> <p>c) In case of the next 10% replacement, the reduction in remuneration may be equal to 10% (ten per cent) and for the third 10% replacement such reduction may be equal to 15% (fifteen per cent).</p>	<p>While we understand that this penalty clause is part of the terms to ensure continuity of resources from the service provider side, we don't see any reason why the remuneration of the personnel should be reduced if the resource leaves the project / bidder organisation for whatsoever reason. In previous clause, 18.6 on page 13, SAI has already put the responsibility of task completion on the bidder in case of any replacement or change of resource is required to be done. This we believe safeguards interest of SAI in terms of deliverables and penalty clause for unsatisfactory work as per clause no.21.1 also protects SAI from any lapse from bidders side. Hence, we request and propose the removal of this clause altogether from the RFP.</p>	<p>S. No. 5 may be referred</p>

SL.NO.	ATC/RFP Clause Reference	Clause As Per ATC/RFP	CLARIFICATION SOUGHT/QUERY RAISED	Clarification/Modification
37	22.2, Pg 15	<p>Substitution of key personnel can be allowed only in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. If the resources deployed resigns or is to be replaced by the selected agency, penalty as stipulated below will apply:</p> <p>a) Such substitution shall be limited to not more than 30% of total key personnel, subject to equally, or better, qualified, and experienced personnel being provided to the satisfaction of the procuring entity.</p> <p>b) Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced by 5% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract.</p> <p>c) In case of the next 10% replacement, the reduction in remuneration may be equal to 10% (ten per cent) and for the third 10% replacement such reduction may be equal to 15% (fifteen per cent).</p>	<p>In continuation of the query / point above (7), if the clause is retained in the RFP, we propose clause that dissuades SAI to inadvertently ask for reduction in the team size in view of their inability to allocate adequate jobs to the resources. We request there should be following terms applicable in reverse on SAI as below:</p> <p>a) Such replacement (or reduction in team size) shall be limited to not more than 30% of total key personnel</p> <p>b) Reduction of first 10% of key personnel will be subject to increase in remuneration. The remuneration is to be increased by 5% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract.</p> <p>c) In case of the next 10% replacement, the increment in remuneration may be equal to 10% (ten per cent) and for the third 10% replacement such increment may be equal to 15% (fifteen per cent).</p>	S. No. 5 may be referred.
38	22.6, Pg 16	For delay in service deliverables reasons not pertaining to selected bidder, SAI shall take decision on extension of such timelines and levy of penalty. However, in the event SAI considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.	<p>If the delay is not attributable to the service provider (selected bidder), how can SAI decide at their discretion extension of contract period or levy of penalty? This clause should be removed.</p>	Considering the requirement of the SAI and the scope of service in the instant project, no change proposed.
39	23.2, Pg 16	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.	We understand that any such modifications in the RFP terms will be communicated to the bidders giving them adequate time (at least 7-10 working days) to adjust/revise their proposals in line with the changes. Is that understanding correct?	The bidders shall be getting adequate time to submit their bids post issue of any corrigendum/ amendment in the RFP
40	26, Pg17	<p>1. The bidder shall fully indemnify, hold harmless and defend Ministry of Youth Affair and Sports (MYAS)/ SAI and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to:</p> <p>i.any breach of any representation or warranty of the bidder contained in the RFP,</p> <p>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.</p>	As mentioned in clause 20.9 (pg 15), relationship between SAI and Bidder is defined on a principal to principal basis. Hence we propose that the indemnity should be mutually applicable and liability should be limited to a maximum of the contract value.	Considering that the RFP is in line with legal vetted RFP of SAI, no change is proposed.

SL.NO.	ATC/RFP Clause Reference	Clause As Per ATC/RFP	CLARIFICATION SOUGHT/QUERY RAISED	Clarification/Modification
		<ol style="list-style-type: none"> 2. SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI's action. 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. 4. The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPRs) while providing its services under the Project. 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. 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. 7. All claims regarding indemnity shall survive the termination or expiry of the Contract. 		
41	27.2, Pg 18	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.	If the successful bidder terminates by serving 60 days notice period, RFP terms have been complied to and hence it does not warrant SAI forfeiting the Performance Security. This clause may therefore be modified to "SAI reserves the right to forfeit the Performance Security, should the termination be initiated by the successful bidder due to persistent failure in redressal of performance issues highlighted by SAI"	Based on extant rules and preceding follow. Hence, considering the requirement of SAI and the scope of service in the instant project, no change is proposed.

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42	19, Manpower Requirement, Pg 12-13	19.13 The deployed resources are required to follow SAI Calendar.	While we understand from this that the resources will be required to work as per work week of SAI and may avail holidays/offers etc as per SAI calendar, it is not clear from this: - how may leaves other than the holidays will be allowed to the resources annually and what will be the policy for maximum number of days of leave that a resource can avail in a month or at one go. Or can they follow the leave policy of the employer (selected bidder) - how will such leaves be approved and will not be liable for any deductions. Will email based approvals for any leaves, from the concerned SAI officer, be adequate to consider any such leave by the resource as approved leave?	The calendar being followed by SAI will be applicable resources to be deployed, no change is proposed.
43	ANNEXURED 'III': ELIGIBILITY & EVALUATION CRITERIA 2: Sr. No. A2& A3 (Inside Table) Page no. 28	A2: Specific Experience: Consulting experience of undertaking consultancy assignments related to sports events engagement (Non-event sports experience will not be considered) with reputed organization such as central/state government departments/ autonomous bodies/ PSU's/ NSF's/ State Sports Association, in last 05 years from the Proposal Due Date: • Each Project related to Sports Events with consultancy fee more than or equal to INR 25 Lacs – 5 Marks each. A2: Sports Consulting / Advisory experience of the bidder: Experience of providing sports consulting with reputed organizations such as central/ state government departments/ autonomous bodies/ PSU's / NSF's/ State Sports Association with minimum consulting fee of INR 50 Lacs in last 05 years from the Proposal Due Date: Each Project related to Sports Events with consultancy fee more than or equal to INR 25 Lacs – 5 Marks each.	If the bidder has one project of 50 lakhs or above, we request you to kindly consider it be included under both the category ' Specific Experience ' and ' Sports Consulting/Advisory Experience ' categories in the tender. As the tender does not specify exclusion of repetitive projects.	Projects meeting the stipulated criteria may be accepted upon submission necessary documents.
44	Clause 2, Bid Schedule and Data Sheet, Page no. 4	Method of Selection- QCBS (70:30)	As the outcome of the bid is primarily contingent upon the excellence of the delivery and the calibre of resources allocated to the project, we respectfully request that you consider employing the Quality-Cost Based Selection (QCBS) method, with a weightage of 80:20, to ensure optimal evaluation of the bidder's proposal.	S. NO. 25 may be referred.
45	Clause No. 11.2 & 11.3 EARNEST MONEY DEPOSIT Page No. 6	11.2 In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc. 11.3 The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/ resellers/ distributors/ authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.	We would request clarification: As per General Terms and Conditions on GeM 4.0 (Version 1.16) dt 17th July 2024, Page no.18 of 52, Clause (v) states that "Sellers/ Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s) shall be exempted from furnishing Bid Security/EMD. We would like to inform that Grant Thornton Bharat LLP's turnover for FY 2022-2023 is INR 653.39 Crore, hence we understand that we are exempted from EMD. Request for clarification.	Considering the bid is invited through GeM Portal and as per provisions available in GeM for EMD exemption the same may be given to the bidder
46	Clause No.	The term of association shall be for 12 months from the date of	After careful consideration, we would like to propose an amendment to	Considering the requirement of the SAI and

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	18.2 SCOPE OF WORK &TIMELINES OF THE PROJECT Page No. 12	execution of contract/agreement, or until completion of all contractual obligations as per RFP whichever is later. The resources with proper qualifications as required by SAI should be deployed within 30 days from the date of notification of award. If extension is needed in deployment of an employee, it should be properly informed to SAI authorities in advance.	extend the term of association from 12 months to 36 months . Extending the term of association will allow for greater continuity and efficiency in our partnership, reducing the administrative burden of processing a new RFP and simplifying the extension and renewal process. Also, we suggest revisiting and reviewing the satisfactory performance at the end of the initial 36-month period to determine eligibility for further extension, ensuring that the extension is based on demonstrated performance and alignment with the objectives outlined in the RFP.	the scope of service in the instant project, no change proposed.
47	Clause No. 22.2 (b) PENALTY Page No. 15	Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced by 5% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract.	Could you please provide further details on whether there are any circumstances under which the reduction in remuneration can be waived or mitigated? Understanding this aspect will help us ensure compliance while also maintaining the stability and effectiveness of our team. Considering the above mention statement. we would like to request if the penalty clause can be revised as: Replacement of first 40% or first 2 key personnel will not be considered for reduction of remuneration. Accordingly, request you to modify the penalty clause 22.	S. No. 5 may be referred.
48	Clause No. 24.2 PATENTS, COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS Page No. 17	The Bidder shall ensure that there is no infringement of any Intellectual Property Rights (IPR) of third parties. However, if a third party claims that a product delivered by the Bidder/ to SAI infringes that party's patent or copyright/IPR's in any form, the Bidder shall keep SAI fully indemnified in this regard and shall defend SAI against that claim at the Bidder's/ expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Bidder.	We would like to request you kindly add as "Indemnity should be mutual. The Client shall indemnify and hold harmless the consultant/bidder for any losses incurred or damages suffered due to: i. Third Party Claims ii. Any Fraud, Misrepresentation or omission of facts by client or its personnel.	Considering that the RFP is in line with legal vetted RFP of SAI, no change is proposed.
49	Clause No. 26.1 INDEMNIFICATIONS AND LIABILITIES Page No. 17	1. The bidder shall fully indemnify, hold harmless and defend Ministry of Youth Affair and Sports (MYAS)/ SAI and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to: i.any breach of any representation or warranty of the bidder contained in the RFP, ii.any breach or violation of any covenant or other obligation or duty of the bidder under this RFP. SAI accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.	We would like to request you kindly add the Indemnification Clause, which shall be mutual as the Consultant/Bidder must also be indemnified by the Client in case of losses or damages arising out of any third-party claims or due to any fraud	Considering that the RFP is in line with legal vetted RFP of SAI, no change is proposed.

SL.NO.	ATC/RFP Clause Reference	Clause As Per ATC/RFP	CLARIFICATION SOUGHT/QUERY RAISED	Clarification/Modification
50	<p>Clause No. 26 INDEMNIFICATIONS AND LIABILITIES Page No. 17</p>	<ol style="list-style-type: none"> 1. The bidder shall fully indemnify, hold harmless and defend Ministry of Youth Affair and Sports (MYAS)/ SAI and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to: <ol style="list-style-type: none"> 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. 2. SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI's action. 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. 4. The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPRs) while providing its services under the Project. 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. 	<p>We would like to request you kindly add the Limitation of Liability which should not exceed the total contract value.</p>	<p>Considering that the RFP is in line with legal vetted RFP of SAI, no change is proposed.</p>

SL.NO.	ATC/RFP Clause Reference	Clause As Per ATC/RFP	CLARIFICATION SOUGHT/QUERY RAISED	Clarification/Modification
		<p>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.</p> <p>7. All claims regarding indemnity shall survive the termination or expiry of the Contract.</p>		
51	<p>Clause No. 33.2 CONFIDENTIALITY Additional Clause Page No. 21</p>	<p>The successful bidder is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The successful bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the successful bidder and SAI. This requirement is also intended to prohibit the successful bidder from using information obtained from or on behalf of SAI or its successors or assignees, including work product prepared at SAI's expense, for other clients of the successful bidder without the prior written approval of SAI. The successful bidder is not authorized to identify SAI as a client for the purposes of marketing or for advertising, without the prior written approval of SAI. Upon termination of the relationship, the successful bidder agrees to return promptly all information obtained from or on behalf of SAI or any copies thereof to SAI. The successful bidder is not authorized to communicate with the public, including press, about any matter in relation to its with SAI without the prior written approval of SAI.</p>	<p>We would like to request you to modify as:</p> <p>The Consultant/Bidder shall be permitted to retain copies of such Confidential Information as it is required to retain for legal or professional regulatory purposes.</p> <p>The Consultant/Bidder's confidentiality obligations shall continue throughout the time, such Confidential Information is retained notwithstanding the termination of the Agreement</p>	<p>Considering that the RFP is in line with legal vetted RFP of SAI, no change is proposed.</p>
52	<p>ANNEXURE 'III' ELIGIBILITY & EVALUATION CRITERIA</p> <p>ELIGIBILITY CRITERIA Page No. 27</p>	<p>5. Turnover The bidder should have an average annual turnover of at least INR 3.50 cr over last three financial years ending March 2024.</p>	<p>In order to ensure the highest standards of work quality, we respectfully request that consideration be given to consultancy firms in India with a minimum average annual turnover of ₹100 crores over the last three financial years. This criterion will help maintain the desired level of expertise and professionalism in the project's execution.</p> <p>Suggested clause is as below.</p> <p>The bidder should have an average annual turnover of at least INR 100 cr. over last three financial years ending March 2024.</p>	<p>S. No. 19 may be referred.</p>
53	<p>ANNEXURE 'III' ELIGIBILITY & EVALUATION CRITERIA</p> <p>Conditions for Fit and Proper</p>	<p>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:</p> <ol style="list-style-type: none"> a. Financial integrity of the Bidder. b. Ability of the Bidder to undertake all obligations set out under this RFP. 	<p>Upon review, we have identified potential duplication in clauses c, d, and e of the indicative criteria mentioned below:</p> <ol style="list-style-type: none"> c. Absence of convictions or civil liabilities against the Bidder. d. Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment still exists. e. Absence of any disqualification as specified below: 	<p>Considering that the RFP is in line with legal vetted RFP of SAI, no change is proposed.</p>

SL.NO.	ATC/RFP Clause Reference	Clause As Per ATC/RFP	CLARIFICATION SOUGHT/QUERY RAISED	Clarification/Modification
	Person Page No. 27	<p>c. Absence of convictions or civil liabilities against the Bidder.</p> <p>d. Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment still exists.</p> <p>e. Absence of any disqualification as specified below:</p> <ul style="list-style-type: none"> 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. o 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. o Default by The Bidder or any of its or their respective directors, partners, executives, or key managerial personnel of any of its obligations to a financial institution or has defaulted on any of its obligations to a financial institution in the last 3 (three) financial years. The Bidder should not have been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of submission of bids. 	<p>We note that clauses c and d both address the absence of convictions, civil liabilities, and previous debarment of the Bidder. Similarly, clause e encompasses several aspects that overlap with clauses c and d.</p> <p>To ensure clarity and avoid redundancy, we suggest consolidating and refining these clauses to streamline the evaluation process.</p> <p>The clauses can be redrafted as below:</p> <p>For the purpose of determining whether a Bidder is a 'Fit and Proper Person', SAI may take the indicative criteria mentioned below:</p> <ul style="list-style-type: none"> a. Financial integrity of the Bidder. b. Ability of the Bidder to undertake all obligations set out under this RFP. <p>c. Absence of convictions or civil liabilities against the Bidder.</p> <p>d. Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment still exists.</p> <p>e. c. Absence of any disqualification as specified below:</p> <ul style="list-style-type: none"> • Conviction of the Bidder or any of its respective directors, partners, executives, or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud or any offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code, or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. • Admission of an application for winding up or liquidation under the Insolvency and Bankruptcy Code, 2016 (IBC) or any Applicable Laws against the Bidder or any of its or their respective directors and partners. • Any action or proceeding being initiated under the Insolvency and Bankruptcy Laws under the Applicable Law, including but not limited to declaration of Insolvency or Bankruptcy, disqualification or de-recognition by any professional body being initiated against the Bidder. • Current or previous banning of the Bidder or its respective directors, partners, executives, or key managerial personnel by the governing body of any sport from involvement in the administration of or any form of participation in such sport, for any reason. • Default by The Bidder or any of its or their respective directors, partners, executives, or key managerial personnel of any of its obligations to a financial institution or has defaulted on any of its obligations to a financial institution in the last 3 (three) financial years. • The Bidder should not have been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as 	

SL.NO.	ATC/RFP Clause Reference	Clause As Per ATC/RFP	CLARIFICATION SOUGHT/QUERY RAISED	Clarification/Modification
			the case may be, from participating in any project, and the bar subsists as on the date of submission of bids.	
54	ANNEXURE 'III' ELIGIBILITY & EVALUATION CRITERIA 2. EVALUATION CRITERIA Page No. 28 & 29	B - Quality of Proposed Team: Project Coordinator Experience and Sports Events Expert: <ul style="list-style-type: none"> • 5 or more years but less than 7 years of total experience: 5 Marks • 7 or more years but less than 9 years of total experience: 8 Marks • 9 or more years of total experience: 10 Marks 	While we acknowledge the significance of post-graduation credentials, we believe it is essential to also take into account the candidate's prior experience. We respectfully request that you consider the candidate's experience both before and after graduation, as well as their overall cumulative experience, to gain a comprehensive understanding of their qualifications. Or we request if the number of years of experience can be reduced proportionately as per our suggestion below. Project Coordinator Experience and Sports Events Expert: <ul style="list-style-type: none"> • 5 or more years but less than 6 years of total experience: 5 Marks • 6 or more years but less than 7 years of total experience: 8 Marks • 8 or more years of total experience: 10 Marks 	Considering the requirement of the SAI and the scope of service in the instant project, no change proposed.
55	ANNEXURE 'III' ELIGIBILITY & EVALUATION CRITERIA 2. EVALUATION CRITERIA Page No. 28 & 29	B - Quality of Proposed Team: Sports Strategic Consultant, Research Analyst and Technical Conduct Consultant: <ul style="list-style-type: none"> • 3 or more years but less than 5 years of total experience: 2 Marks • 5 or more years but less than 7 years of total experience: 3 Marks • 7 or more years of total experience: 5 Marks 	We propose reducing the minimum experience requirement to 5 years to attract a wider pool of highly skilled and innovative candidates. By doing so, we can tap into the fresh perspectives and creative problem-solving skills of individuals who have achieved significant impact in a shorter timeframe, while still ensuring a sufficient level of expertise and maturity. Therefore, we would like to propose the following changes in the clause. Sports Strategic Consultant, Research Analyst and Technical Conduct Consultant: <ul style="list-style-type: none"> • 3 or more years but less than 4 years of total experience: 2 Marks • 4 or more years but less than 5 years of total experience: 3 Marks • 5 or more years of total experience: 5 Marks 	Considering the requirement of the SAI and the scope of service in the instant project, no change proposed.
56	ANNEXURE 'VI' POWER OF ATTORNEY Page No. 29	Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms.....son/daughter/wife and presently residing at, who is presently employed with us and holding the position ofas our true and lawful attorney (hereinafter referred to as the "Authorized Representative")	We would like to request you the following paragraph to modify as: Know all men by these presents, I, (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 associated with us and holding the position ofas our true and lawful attorney (hereinafter referred to as the "Authorized Representative")	Considering that the RFP is in line with legal vetted RFP of SAI, no change is proposed.
57	Additional Request	LEAVE POLICY	We would like to request the following clause to be added: LEAVE POLICY	The calendar being followed by SAI will be applicable resources to be deployed, no change is proposed.

SL.NO.	ATC/RFP Clause Reference	Clause As Per ATC/RFP	CLARIFICATION SOUGHT/QUERY RAISED	Clarification/Modification
			"The resources deployed by the successful bidder will be entitled to 15 to 20 days of annual leave, excluding gazetted/public holidays, without any loss of pay.	
58	Clause 26 Page No. 17 & 18	<p>INDEMNITY</p> <ol style="list-style-type: none"> 1. The bidder shall fully indemnify, hold harmless and defend Ministry of Youth Affair and Sports (MYAS)/ SAI and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to: <ol style="list-style-type: none"> 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. 2. SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI's action. 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. 4. The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPRs) while providing its services under the Project. 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 	<p>The Client/Purchaser shall indemnify and hold harmless the Consultant/Bidder/Firm/Service Provider/Contractor/Agency for any losses incurred or damages suffered due to:</p> <ol style="list-style-type: none"> i. Third party claims ii. Any fraud, misrepresentation, or omission of facts by the Client/Purchaser or its personnel 	<p>Considering that the RFP is in line with legal vetted RFP of SAI, no change is proposed.</p>

SL.NO.	ATC/RFP Clause Reference	Clause As Per ATC/RFP	CLARIFICATION SOUGHT/QUERY RAISED	Clarification/Modification
		<p>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.</p> <p>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.</p> <p>7. All claims regarding indemnity shall survive the termination or expiry of the Contract.</p>		
59	Clause 27.2 Page No. 18	<p>TERMINATION</p> <p>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.</p>	<p>If a party is in breach of a material term of this Agreement, and despite written notice from the other party fails to remedy such breach within 30 days or such other period as may be agreed between the parties, then the other party shall be entitled to terminate this Agreement forthwith. Additionally, the Firm/Bidder/Consultant/Service Provider/Contractor/Agency will have the right to terminate this Agreement if its fees are not paid within the contractually agreed period by providing a prior written notice of () days. Termination of this Agreement shall not prejudice or affect the accrued rights or claims or liabilities of either party.</p> <p>If the event of termination of the Agreement, the Firm/Bidder/Consultant/Service Provider/Contractor/Agency shall be paid by the Client/Purchaser for the services performed under the Agreement, up to the last day of the notice for termination of the Agreement including work in progress and substantiated demobilization costs.</p>	Considering that the RFP is in line with legal vetted RFP of SAI, no change is proposed.
60	33. Confidentiality Page 20-21	<p>CONFIDENTIALITY</p> <p>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.</p>	Except with the prior written consent of the other party which shall not be unreasonably withheld, the parties shall not disclose nor cause or permit their employees, agents and consultants to disclose to third parties any confidential information relating to the Services, provided always that the parties may disclose such confidential information if required by applicable law or regulation , but only that portion of information which, to the extent permitted by the relevant law or regulatory requirement, is legally required to be furnished. The obligations set forth herein shall expire two (2) years after the termination of the Agreement.	Considering that the RFP is in line with legal vetted RFP of SAI, no change is proposed.

SL.NO.	ATC/RFP Clause Reference	Clause As Per ATC/RFP	CLARIFICATION SOUGHT/QUERY RAISED	Clarification/Modification
		<p>33.2. The successful bidder is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The successful bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the successful bidder and SAI. This requirement is also intended to prohibit the successful bidder from using information obtained from or on behalf of SAI or its successors or assignees, including work product prepared at SAI's expense, for other clients of the successful bidder without the prior written approval of SAI. The successful bidder is not authorized to identify SAI as a client for the purposes of marketing or for advertising, without the prior written approval of SAI. Upon termination of the relationship, the successful bidder agrees to return promptly all information obtained from or on behalf of SAI or any copies thereof to SAI. The successful bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship with SAI without the prior written approval of SAI.</p> <p>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.</p>		
61		RETENTION RIGHTS	The Firm/ Consultant/ Bidder/ Service Provider/ Contractor/ Agency shall be permitted to retain copies of such Confidential Information as it is required to retain for legal or professional regulatory purposes. The Firm/Consultant/Bidder/Service Provider/Contractor/Agency confidentiality obligations shall continue throughout the time, such Confidential Information is retained notwithstanding the termination of the Agreement.	Considering that the RFP is in line with legal vetted RFP of SAI, no change is proposed.

Sports Authority of India

"REQUEST FOR PROPOSAL"

(RFP)

For

Selection of Strategic Advisors (For Sports Events Planning)

Date of Publication: 25.07.2024

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

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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 (hereinafter known as SAI) or any of their representatives, employees, or advisors (collectively referred to as "Representatives"), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
2. This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities ("Agency", "Firm", "Company", "Bidder", "Consultant", "Service Provider" as may be) , who are qualified to submit their Proposal ("Bid"). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for SAI Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.
3. The Representatives make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the RFP Document.
4. The Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

1. 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 per clause 3.2.3 herein below) to associate with SAI as Agency to provide professionals for Khelo India Events. The detailed scope of work and deliverables are mentioned in ANNEXURE ‘I’, Terms of Reference (TOR), of this RFP.

2. BID SCHEDULE & DATA SHEET

Date of Publication	25.07.2024
Bid document download start Date	25.07.2024
Last date and time of submission of queries for Pre-Bid Conference	31.07.2024 at 06:00 PM to procurement.kheloindia@gmail.com
Virtual Pre-Bid conference	31.07.2024 at 12:00 PM Pre-Bid Meeting for Selection of Strategic Advisors (For Sports Events Planning) cpi Video call link: https://meet.google.com/rbu-tnrs-cpi
Bid submission end date and time	As per GeM
Bid Validity Period	75 Days
Earnest Money Deposit (EMD)/ Bid Security	Rs 3,70,000
Mode of Submission	Online (GeM Portal)
Opening of Technical Bid date and time	As per GeM
Method of selection	QCBS (70:30)
JV/Consortium/Subcontracting	Not Allowed
E-mail for all correspondence	procurement.kheloindia@gmail.com

INSTRUCTIONS TO BIDDERS

3. GENERAL INSTRUCTIONS TO BIDDERS

3.1. The Bidders can download this RFP from the Khelo India Website: <https://kheloindia.gov.in>, SAI website: <https://sportsauthorityofindia.nic.in>, and GeM Portal website: <http://gem.gov.in>. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in [Clause 2](#) of this RFP.

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 and conditions set out in this RFP.
- 3.2.3. “Agency”, “Firm”, “Company”, “Bidder”, “Consultant”, “Service Provider” means any registered entity or person or associations of persons who submit their proposals for providing Services in accordance with this RFP.
- 3.2.4. “Services” means services as mentioned in this document and other such obligations of the supplier covered under the contract.
- 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.
- 3.3. The Bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process on the e-Tendering portal as mentioned in [Annexure X](#). This section also mentions the guidelines for submission of bids.

4. LANGUAGE OF BID

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

5. DOCUMENTS TO BE SUBMITTED

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

6. ELIGIBILITY CRITERIA

- 6.1. Each Bidder should qualify against all the pre-qualification/eligibility criteria as detailed in Clause 1 of [Annexure III- Eligibility & Evaluation Criteria](#).
- 6.2. Bids of the Bidders, who do not meet the required Qualification/Eligibility Criteria mentioned in this RFP shall be treated as non - responsive and their bid will not be considered for further technical evaluation process.

7. RFP PROCESS

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

8. AMENDMENT OF RFP

- 8.1. At any time prior to the Bid Due Date, SAI may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/Corrigenda.

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

9. BID VALIDITY

- 9.1. The Bid shall remain valid for acceptance for a period of 75 days (Seventy Five days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, if the contract is not finalised, SAI reserves the right to request for extension of bid validity without changes in any terms and conditions of the RFP.
- 9.2. In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.
- 9.3. In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day (Working day means the day when the office opens after the holiday for routine work.)

10. BID PRICES

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

11. EARNEST MONEY DEPOSIT

- 11.1. The bidder shall furnish Bid Security for an amount as shown in the Clause 2 of the RFP. The Bid Security is required to protect the SAI against the risk of the bidder's unwarranted conduct. Non-submission of Bid Security will be considered as major deviation and bid will not be considered.
- 11.2. In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- 11.3. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/ resellers/ distributors/ authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.
- 11.4. The Bid Security shall be furnished in one of the following forms:
- Account Payee Demand Draft
 - Fixed Deposit Receipt
 - Banker's cheque / Pay Order
 - Bank Guarantee from any of the commercial banks (as per the format at [Annexure V](#)),

- e) NEFT transfer to “SECRETARY, SAI
Union Bank of India Account No: 108510100032325, IFSC No. UBIN0810851.
(Bidder has to upload challan/proof along with Bid in GeM Portal)
- f) Valid Insurance Surety Bonds
- g) e-Bank Guarantee

- 11.5. The Demand Draft, Fixed Deposit Receipt, Banker’s Cheque, Insurance Surety Bonds or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the “**Secretary, SAI**”, payable at **New Delhi**. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Annexure XII** of the Bid Document.
- 11.6. Bid securities of unsuccessful bidders during first stage i.e. technical evaluation will be returned within 30 days of declaration of result of first stage i.e. technical evaluation.
Bid securities of unsuccessful bidders during second stage i.e. financial evaluation will be returned within 30 days of award of contract.
The Bid Security of successful Bidders will be returned without any interest, after receipt of Performance Security from that Bidder.
- 11.7. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 120 days from the date of opening of the Technical Bid.
- 11.8. Earnest Money is required to protect the SAI against the risk of the bidder’s conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder’s earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 11.9. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.

12. BIDDERS QUERIES AND RESPONSES THERETO

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

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

- 12.2. A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with SAI in writing. SAI will respond in writing to such request in pre-bid conference as per the bid schedule. All enquiries should be sent to SAI through email only. SAI shall not be responsible for ensuring that Bidder’s enquiries have been received by them. SAI will endeavour to provide a complete, accurate, and timely response to all questions to all the Bidders. However, SAI makes no representation or warranty as to the completeness or accuracy of any response, nor does SAI undertake to answer all the queries that have been posed by the Bidders. All responses given by SAI will be distributed/mailed to all the Bidders or posted on the online portal/website. Bidder should regularly visit the portal for any updates/corrigendum.

- 12.3. SAI will host a Pre-Bid Conference (virtual), scheduled as per the details in the Bid Schedule. The bidder or its authorised representatives may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder's queries, together with proposed solutions. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The link shall be provided to the Bidders one hour prior to the scheduled meet.
- 12.4. Within reasonable time period from the Pre-Bid Conference, SAI will issue responses to all of the bidders' written queries, together with any other revised documents (if required).
- 12.5. Amendments to Bidding Documents:
- 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 Khelo India Website: <https://kheloindia.gov.in>, SAI Website: <https://sportsauthorityofindia.nic.in>, and GeM Portal of Government of India: www.gem.gov.in. Bidders are, therefore, advised to refer to Khelo India Website, SAI Website and GeM Portal before submitting bids.

13. SUBMISSION OF BIDS

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

13.13. The proof of work orders for claim of relevant experience should be dated on or after the date of registration of the firm/ company/LLP etc.

13.14. Each page of the bid document submitted by bidder shall be signed sealed by the bidder or its authorized signatory.

14. SCRUTINY OF BIDS

The SAI will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order. SAI will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence

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

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

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

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

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

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

14.4. Minor infirmity/irregularity/Non-conformity

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

14.5. Discrepancies in Prices

14.5.1. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the submission of the Bid.

14.5.2. 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 SAI feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly

- 14.5.3. 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 corrected, and
- 14.5.4. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 14.5.5. If, as per the judgment of the SAI, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the SAI, the tender is liable to be ignored.
- 14.5.6. 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.

15. EVALUATION CRITERIA

- 15.1. The Bids of bidders meeting the eligibility criteria at clause 6 (eligibility criteria) above, will be evaluated based on the QCBS method as mentioned in GFR 2017 (192) and the detailed evaluation criteria is mentioned in Clause 2 of **Annexure III- Eligibility & Evaluation Criteria**.
- 15.2. Overall weightage of 30% for Financial Bid and 70% for Technical Bid shall be considered while calculating final score.
- 15.3. The Bid of the Bidder who gets the highest marks shall get the maximum weightage in Technical Evaluation, i.e., 70 marks and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.
- 15.4. A Bidder must get a minimum of 70 marks (out of 100 marks) in the Technical Evaluation to proceed to opening of Financial/Price bid. The price bids of bidders scoring the minimum required marks of 70 in the Technical Evaluation Criteria will only be opened.
- 15.5. The Bid of the Bidder who submits the lowest Financial/Price bid shall get the maximum weightage (30 marks) and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.
- 15.6. The Bid of the Bidder, who obtains the highest total score (Ts) across the technical bid and the Financial/Price bid, will be rated as the 'Best Bid' and will be declared as the successful Bidder. Ts will be calculated as defined below:

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

Where,

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

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

16. DECLARATION OF SUCCESSFUL BIDDER

- 16.1.** Prior to the expiration of the validity period for the Bid, SAI will notify the successful Bidder in writing by Notification of Award that its Bid has been accepted. SAI will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and SAI shall discuss and enter into a mutually agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Bidder and shall not have terms and conditions more onerous on the Successful Bidder than those contained in the RFP.
- 16.2.** The failure of SAI and the successful Bidder to agree to the terms and conditions of the Service Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals.
- 16.3.** Upon the successful signing of the Service Agreement by the Bidder and SAI, and the Successful Bidder furnishing the Performance Security, SAI will promptly notify the name of the winning Bidder to each unsuccessful Bidder and refund their respective Earnest Money Deposits.
- 16.4.** Term of the Service Agreement: The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.

GENERAL TERMS AND CONDITIONS OF CONTRACT

17. PERFORMANCE SECURITY

17.1. In order to ensure the due performance of the awarded contract, the Successful Bidder shall, within 14 (Fourteen) days of entering into the Service Agreement with SAI, furnish an irrevocable bank guarantee ([Annexure XII](#)) for an amount of 03% of the accepted value of the contract ("Performance Security") failing which an amount of 0.1% penalty per day of the contracted amount will be levied on the Bidder. Penalty is for specified period not exceeding further seven days and in case failure continues, the contract may be terminated by SAI and the bidder will be debarred from bidding for SAI /SAI RFPs in future for a period of at least two years.

17.2. The Performance Security in the form of Bank Guarantee or other valid formats like Fixed Deposit/Demand Draft/ Valid Insurance Surety Bonds/ NEFT Transfer/e-PBG shall be drawn from any Commercial Bank drawn in the favour of below account details, payable at New Delhi and is to be deposited in the office at Sports Authority of India (SAI) Gate No 10, JN Stadium New Delhi 110003 and/or intimated to the office through mail.

SECRETARY, SAI

Union Bank of India

Account No: 108510100032325

IFSC No. UBIN0810851

The format for performance security of submitted in form Bank guarantee is attached at **Annexure XII**.

17.3. The Performance Security shall be valid for a period of 60 (Sixty days) from the date of expiry of all contractual obligations. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by SAI. It may require revalidation from time to time as the case may be.

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

17.5. In the event of any failure/any breach or violation on the part of the Successful Bidder, which is not cured within reasonable time from receiving a written notice of such failure from SAI, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by SAI.

18. SCOPE OF WORK & TIMELINES OF THE PROJECT

18.1. The scope of the work requires the successful bidder to deploy fulltime manpower at SAI for the contract period to successfully execute services as mentioned in TOR. The requirements may evolve over time. The tentative detailed scope of work and details of required manpower during the contract period is mentioned in [Annexure I](#).

18.2. The term of association shall be for 12 months from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP whichever is later. The resources with proper qualifications as required by SAI should be deployed within 30 days from the date of notification of award. If extension is needed in deployment of an employee, it should be properly informed to SAI authorities in advance.

19. MANPOWER REQUIREMENT

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

19.2. SAI reserves the right to interview all the proposed resources before accepting deployment in the project.

19.3. Bidder shall use commercially reasonable efforts to ensure it retains the services of its resources, including provisioning of competitive compensation, benefits, and other conditions to its Resources to incentivize them to remain in Bidder's employment.

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

20. TERMS OF PAYMENT

- 20.1. The payment will be made as mentioned below, after satisfactory completion and acceptance of the required monthly reports to be submitted. The invoices should be submitted along with approval from concerned authorities.

Sr No	Milestone	Timeline	Percentage of Fee
1	Monthly Reports (12 nos.)	At the end of every month	100% (Equally divided amongst 12 reports)

- 20.2. Time and quality shall be the essence of the contract and payment will be made at actuals as per attendance report of the resource(s).
- 20.3. Any delay incurred from the part of service provider against the above defined timelines will not be considered for payment by the purchaser. Such payments will attract penalty as per [Clause 21](#). In no circumstance, any payment excess to the contractual obligation will be made to the service provider.
- 20.4. Service Provider should furnish details of the location from where they are going to raise their Bills / Invoices to SAI.
- 20.5. Service Provider must raise their Bills / Invoices in the name of SAI along with completion certificate from the concerned authorities regarding each phase.

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

21. OTHER TERMS AND CONDITIONS OF THE BID

- 21.1. All information / details submitted to SAI shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.
- 21.2. Save as expressly authorized by SAI in writing, the Successful Bidder shall not, without the prior express approval of SAI, incur any liabilities on behalf of SAI, pledge the credit of SAI or make any representations or give any warranty on behalf of SAI.
- 21.3. The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by SAI, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against SAI and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by SAI.
- 21.4. The Bidder must strictly comply with all terms and conditions herein. SAI reserves the right to call upon any or all the Bidders to satisfy SAI regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, SAI may call upon any or all the Bidders to make a presentation to SAI in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or otherwise neglects to make such presentation to SAI shall not be considered for any further evaluation and shall stand immediately disqualified.
- 21.5. The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract as defined in [Clause 14](#) of this document.
- 21.6. Privileges: The following privileges shall be extended to the Successful Bidder:
- a. Performance certificate to be issued by SAI to the Successful Bidder upon the satisfactory discharge of its services in respect of each Phase of the project.
 - b. Successful completion certificate to be issued by SAI after completion of contract to the satisfaction of SAI.
- 21.7. Governing Law and Jurisdiction: The RFP, any subsequent agreement by or on behalf of SAI and the relationship between the Bidder and SAI shall be interpreted in accordance with the laws of India. The Courts of New Delhi shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and SAI.
- 21.8. It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. SAI shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/bought over by another company during

the contract phase. SAI may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach of contract, has misrepresented, or becomes bankrupt or otherwise insolvent, and/or SAI is not satisfied with the work of the Bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SAI. However, in the event SAI, wishes to terminate for convenience, it shall serve a notice period of 30 days to the Bidder, without any cost and/or liability.

- 21.9. The bidder must monitor and deploy sufficient skilled manpower as defined in [Manpower Requirement](#) as elaborated in [Annexure I](#) to complete the deliverables mentioned in Scope of Work. However, the manpower as deployed by the Bidder, shall remain in the employment of the Bidder for all purposes and there shall be no employer-employee relationship between SAI and personal employed by the Bidder. The relationship between SAI and the Bidder shall be on principal-agent basis only.
- 21.10. The bidder has to ensure proper deployment of resources at site during all phases.
- 21.11. It will be responsibility of the bidder to ensure and verify the educational qualifications and experience of the resources deployed in SAI, any misrepresentation with regard to this information will result in appropriate action being taken against the bidder, including but not limited to termination of the contract and blacklisting from future SAI tenders.
- 21.12. The bidder shall be responsible for ensuring timely payment to the resources deployed in the project and complying to all laws of the land including statutory liabilities. While doing the same Service Provider shall be required to adhere to statutory requirements as per the labour laws & abide by the Minimum Wages Act and other related laws, failing which, necessary action will be initiated against the Service provider. However, the prices quoted by the Bidder shall remain firm and fixed during the currency of the Contract and will not be subject to variation on any account
- 21.13. The bidder has to deploy the initially requested team within 30 days of the issue of Notification of Award (NoA) and additional resource as requested by SAI anytime during the currency of the contract within 30 days of the letter of request.

22. PENALTY

- 22.1. In case the Successful Bidder/resource deployed fails to commence/execute the work as assigned to them/unsatisfactory performance of the resource even after formal warning, SAI reserves the right to impose the penalty at 0.50% of the monthly billable value of the firm per such incidents as approved by the competent authority. However, the total penalty levied during the project duration shall not be more than 10% of the total project value.
- 22.2. Substitution of key personnel can be allowed only in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. If the resources deployed resigns or is to be replaced by the selected agency, penalty as stipulated below will apply:
 - a) Such substitution shall be limited to not more than 30% of total key personnel, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction of the procuring entity.
 - b) Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced by 5% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract.
 - c) In case of the next 10% replacement, the reduction in remuneration may be equal to 10% (ten per cent) and for the third 10% replacement such reduction may be equal to 15% (fifteen per cent).
- 22.3. If the performance continues to be poor beyond, what is stipulated in 21.1 and 21.2 above SAI reserves the right to:

- i. Cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the SAI.
 - ii. Debar the bidder from participating in tender process of SAI for a period of two years and his Performance Security may also be forfeited / invoked, if so warranted.
- 22.4. No Penalty will be imposed for delay attributable to SAI or reasons or reasons which fall within the definition of Force Majeure as per [Clause 28](#) of this RFP.
- 22.5. SAI will make payments after necessary deductions of penalty (if any).
- 22.6. For delay in service deliverables reasons not pertaining to selected bidder, SAI shall take decision on extension of such timelines and levy of penalty. However, in the event SAI considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.

23. GENERAL TERMS AND CONDITIONS

- 23.1. Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services to SAI, shall invite all or any actions / sanctions, as the case maybe. The decision of SAI arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to put pressure of any kind, may disqualify the bidder for the present RFP and the bidder may also be liable to be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 23.2. SAI reserves the right to modify and amend any of the stipulated condition/criterion given in this RFP, depending upon project priorities vis-à-vis urgent commitments.
- 23.3. SAI also reserves the right to accept/reject a bid, to cancel/abort RFP process and/or reject all bids at any time prior to award of work without thereby incurring any liability to the affected agencies on the grounds of such action taken by SAI.
- 23.4. SAI may not award any work to any bidder at its own discretion without assigning any reason thereof.
- 23.5. Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 23.6. The decision of SAI arrived during the various stages of the evaluation of the bids is final & binding on all bidders. Any representation towards these shall not be entertained by SAI. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.
- 23.7. In case the bidder is found in-breach of any condition(s) of RFP at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- 23.8. Any attempt by bidder to bring pressure towards SAI's decision making process, such Bidder shall be disqualified for participation in the present RFP and those Bidders may be liable to be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 23.9. Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on SAI.
- 23.10. Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained. SAI will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.
- 23.11. Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document, shall be short-listed for further evaluation.
- 23.12. It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to debarring from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 23.13. Bidders are requested to share information which is true and based some tangible proofs.

24. PATENTS, COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS

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

25. REPRESENTATIONS AND WARRANTIES

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

26. INDEMNIFICATIONS AND LIABILITIES

- 26.1.** The bidder shall fully indemnify, hold harmless and defend Ministry of Youth Affairs and Sports (MYAS)/ SAI and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to:
- iii. any breach of any representation or warranty of the bidder contained in the RFP,
 - iv. any breach or violation of any covenant or other obligation or duty of the bidder under this RFP.
- SAI accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 26.2.** SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI's action.

- 26.3.** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SAI or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and SAI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.
- 26.4.** The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPRs) while providing its services under the Project.
- 26.5.** The Successful Bidder shall at all times indemnify and keep indemnified SAI against any claims in respect of any damages or compensation payable in consequences of any accident, demise, or injury sustained or suffered by its (the Successful Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Successful Bidder.
- 26.6.** The Successful Bidder shall at all times indemnify and keep indemnified SAI against and any claims by Employees in respect of wages, salaries, remuneration, compensation, or the like.
- 26.7.** All claims regarding indemnity shall survive the termination or expiry of the Contract.

27. TERMINATION

- 27.1.** SAI may terminate the Service Agreement by serving written notice of 30 days:
- a. Immediately in case the Successful Bidder is in direct breach of contractual terms and conditions and in the performance of its contractual obligations.
 - b. In the event services of the Bidder are not satisfactory or up to the mark.
 - c. If the Bidder/Successful Bidder becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement.
 - d. If the Successful Bidder fails to comply with any final decision reached as a result of arbitration proceedings
 - e. If the Successful Bidder is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement.
 - f. If the Successful Bidder submits to SAI a false statement which has a material effect on the rights, obligations, or interests of SAI.
 - g. Any other reason as deemed fit by SAI
- 27.2.** The Successful Bidder may terminate the Agreement, by serving a 60-day written notice to SAI, if they reasonably determine and submit that they can no longer provide the Services in accordance with applicable law or professional obligations and in such scenarios, SAI reserves the right to forfeit the Performance Security after due evaluation.

28. FORCE MAJEURE

- 28.1.** For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics quarantine restrictions lockdowns and freight embargoes. The Successful Bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 28.2.** If a Force Majeure situation arises, the Successful Bidder shall promptly notify SAI, New Delhi in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by SAI, New Delhi in writing, the Successful Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 28.3. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, SAI may at its option terminate the contract without any financial repercussion on either side.
- 28.4. In case due to a Force Majeure event SAI, New Delhi is unable to fulfil its contractual commitment and responsibility, SAI, New Delhi will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.
- 28.5. If the performance of in whole or in part or any obligation under the Contract is prevented or delayed by any reason of Force Majeure for a period exceeding 30 (Thirty) days, SAI may at its option terminate the contract without any financial repercussion on either side.

29. DISPUTE SETTLEMENT MECHANISM

- 29.1. All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. SAI and the Successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 29.2. If the parties fail to 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 notice to the other party of its 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 there under and any statutory modifications or re-enactments thereof and the award of such Arbitration Tribunal shall be enforceable in Indian courts only. In the case of a dispute or difference arising between SAI and the 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 the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator. 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/Arbitral Tribunal 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 own case (including all fees and other expenses), unless otherwise awarded by the Arbitral Tribunal.
- 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 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 Courts 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 being discovered or detected in the information furnished from the documents submitted by the Bidder in response to this RFP or at

any later stage, or in the event of any contravention by the Bidder of any condition or criterion stipulated, SAI shall terminate or cancel the appointment / engagement of the Bidder, and nothing shall be payable or be paid by SAI to the Bidder as compensation/damages or penalty.

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

32. CORRUPT OR FRAUDULENT PRACTICES

- 32.1.** 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."

33. CONFIDENTIALITY

- 33.1.** The Bidder agrees and acknowledges that this RFP is confidential and the Bidder, by downloading the RFP document, agrees and undertakes that nothing contained in this RFP shall be disclosed in any manner whatsoever, except to the financial and legal advisors of such Bidder. The undue use by any Bidder of confidential information related to the Bid process may, at the sole discretion of SAI, result in the rejection of its Bid. The Bidder shall further ensure that such financial and legal advisors or any other employees, representatives of the Bidder maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.
- 33.2.** The successful bidder is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The successful bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the successful bidder and SAI. This requirement is also intended to prohibit the successful bidder from using information obtained from or on behalf of SAI or its successors or assignees, including work product prepared at SAI's expense, for other

clients of the successful bidder without the prior written approval of SAI. The successful bidder is not authorized to identify SAI as a client for the purposes of marketing or for advertising, without the prior written approval of SAI. Upon termination of the relationship, the successful bidder agrees to return promptly all information obtained from or on behalf of SAI or any copies thereof to SAI. The successful bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship` with SAI without the prior written approval of SAI.

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

ANNEXURE 'I' | TERMS OF REFERENCE (TOR)

1. General

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

2. About SAI

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

3. About Khelo India

Khelo India aims at strengthening the entire sports ecosystem to promote national objectives of sports development, which includes playfield development; community coaching development; promotion of community sports; establishment of a strong sports competition structure at both school and university level as also for rural / indigenous sports, sports for persons with disability and women sports; filling up of critical gaps in sports infrastructure, including creation of hubs of sports excellence in select universities; talent identification and development; support to sports academies; implementation of a national physical fitness drive for school children; and sports for peace and development. An integral part of the Khelo India Scheme is the Khelo India Youth Games and the Khelo India University Games. Both are the flagship sports events for helping develop the nation's elite athletes.

4. Scope of Services

To carry out the tasks related to planning of events under SAI, included but not limited to the Khelo India Games. The Consultancy shall assist SAI with the following:

- i. Overall responsibility of implementation of project in most efficient manner.
- ii. Oversee the project implementation by coordinating with all stakeholders.
- iii. Managing stakeholder expectations and ensuring their active participation in project implementation.
- iv. Provide regular report on all Khelo India Games.
- v. Interacting with SAI FA Heads and working on deliverables as per requirement.
- vi. Oversee the function, management, planning, execution, verification & reporting of Operations falling under the scope of the Event Management agency.
- vii. Responsible for drafting detailed Scope of Work related to various Functional Areas (FA) for smooth conduct of various events held under Khelo India Scheme.
- viii. Coordination with and collation of information from each Functional Area head for inputs into the corresponding FA for the RFP.
- ix. To work as Sports Specific Coordinators and coordinate with stakeholders such as participating NSF, SGFI, CBSE, AIU etc.
- x. Ensuring nomination of Athletes from NSFs, SGFI, AIU, CBSE as per nomination criteria.
- xi. Ensuring timely entries from all States.
- xii. Ensuring age verification and other documents are uploaded and are available for verification & assist eligibility verification committee.
- xiii. Ensuring that athlete changing room and other athlete related spaces are made available for participating athlete.
- xiv. Ensuring timely start and conclusion of the event.

- xv. Ensuring Time and Scoring Results equipment is available as per requirement.
- xvi. Ensuring sports equipment and sports apparel are in place for athletes.
- xvii. Proper platform for athletes to appeal and address their concerns.
- xviii. Allocation of proper FOP for all the events.
- xix. Ensuring medical requirements are in place before start of the games.
- xx. Collating Inputs from the market & historical data to calculate an estimate for execution of operations for event.
- xxi. Oversee the function, management, planning, execution, verification & reporting of the project.
- xxii. Coordination and monitoring of operations falling under the scope of the Event Management agency.
- xxiii. Ensuring timely delivery and closure of the events.
- xxiv. Responsible for creation and maintenance of Legacy of various events held under the umbrella of Khelo India Scheme in terms of Post event reports, Collation of data and information, compilation of documentaries etc.
- xxv. Closure of Games, verification of operations with proof & Reporting in relation to Games.
- xxvi. Support in drafting and/or review contracts and agreements and monitor legal obligations under agreements to ensure compliance.
- xxvii. Overseeing Post-games operations including repository management.
- xxviii. Perform consulting services for management through participation in projects designed to introduce new and/or changing processes, products, or facilities.
- xxix. Provide value added recommendation to mitigate both project and end state risks.
- xxx. Overall responsibility of planning of all Khelo India Events for all functional heads under supervision of competent authority.
- xxxi. Coordinate with key stakeholders such as participating State Govt., NSF's, SGFI, CBSE, AIU etc. for smooth conduct of games.
- xxxii. Oversee the overall project implementation by coordinating with committee and FA Heads. The PMU shall assist in guiding and supervising the management and planning of Games falling under the scope of the Host State.
- xxxiii. Assist SAI in procurement management services for Events, including but not limited to drafting detailed Scope of Work related to various Functional Areas (FA) for smooth conduct of various events, and collation of information from each Functional Area Head for inputs into the corresponding FA for the preparation of RFPs.
- xxxiv. Preparation of draft documents related to tenders and other correspondence besides liaising with multiple stakeholders for the smooth conduct of the Games.
- xxxv. Provide process improvement advisory by introducing new process and/or advise on learnings from current processes from each event.
- xxxvi. Planning the Games Operations and collating inputs from the market & historical data to calculate budget estimate for execution of operations for event.
- xxxvii. Games Technical Conduct –
 - Gap Analysis & Feasibility of Infrastructure for the Games
 - Assist in preparation of Technical Handbook.
 - Assist in planning and coordination of TSR requirements and GMS integration
- xxxviii. Assist in planning & execution of Ceremonies of Khelo India Events
- xxxix. Review of Status of works associated with various FA and regularly update the SAI senior leadership.
 - xl. Assistance in closure of Games, verification of operations and reporting related to Games, monitoring legal obligations under agreements to ensure compliance.
 - xli. Comparative study of the past Khelo India Events and thereby enhancing the Standard Operating Procedures (SOP) for the next editions of Games.
 - xl.ii. Analyze and track progress the Khelo India Games
 - xl.iii. Drive process improvements to create efficiencies and leverage process/resources
 - xl. iv. Perform budgeting and forecasting from data analytics
 - xl. v. Work closely with the Khelo India Team to analyse the progress of the games
 - xl. vi. Project the latest trends in the multi sports event
 - xl. vii. Perform impact analysis of the games conducted by Khelo India/ SAI
 - xl. viii. Any other task assigned by reporting authority.

5. Constitution of the Team/ Minimum Required Manpower Deployment

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

S. No.	POSITION	MINIMUM EXPERIENCE REQUIRED	MINIMUM EDUCATIONAL QUALIFICATION
1.	Project Coordinator	5 or more years of relevant experience	MBA/ Post Graduate qualification or equivalent
2.	Sports Events Expert	5 or more years of relevant experience	MBA/ Post Graduate qualification or equivalent
3.	Sports Strategic Consultant	3 or more years of relevant experience	MBA/ Post Graduate qualification / B.Tech or equivalent
4.	Research Analyst	3 or more years of relevant experience	MBA/ Post Graduate qualification / B.Tech or equivalent
5.	Technical Conduct Consultant	3 or more years of relevant experience	MBA/ Post Graduate qualification / B.Tech or equivalent

- All resources are required to be available onsite during deployment period and are to be exclusively assigned/deployed for the project.
- The roles of the resources mentioned above are indicative in nature and there shall be flexibility to meet the requirements.
- SAI reserves the right to hire additional manpower up to a maximum of 8 total resources based on the man-month rate, subject to a maximum of an additional 25% of the total cost of the tender.
- SAI reserves the right to reduce the number of resources depending on the actual requirement during the contract period based on the man-month rate.
- While considering MBA/PG for educational qualification, any executive/distant/regular degree may be considered subject to the course duration being a minimum of 10 months.
- SAI reserves the right to interview, screen and select the candidates.

ANNEXURE 'II' | DOCUMENTS TO BE SUBMITTED

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

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

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

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

ANNEXURE 'III' | ELIGIBILITY & EVALUATION CRITERIA

1. ELIGIBILITY CRITERIA

S. No.	Parameter	Criteria
1	Bid Security	Required Documents for EMD and Bid security as per clause 10 of RFP.
2	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per Annexure IV.
3	Legal Entity	Bidder should be a registered legal entity as on the date of submission of bid recognised under the legal statute of the country including any Company, Partnership firms/LLP for last 5 years on the date of submission of bid Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status
4	Bidder's Credential	The bidders must have undertaken projects of similar scope of work/similar project type to Central or State Government/Autonomous Bodies/PSUs in last five years on the date of submission of bid as per the requirement below- 1 Project with consultancy fee equal to or more than INR 1.47 Cr Or 2 Projects each with consultancy fee equal to or more than INR 0.92 Cr Or 3 Projects with each consultancy fee equal to or more than INR 0.73 Cr
5	Turnover	The bidder should have an average annual turnover of at least INR 3.50 cr over last three financial years ending March 2024. Note: In case the audited balance sheet for the financial year 2023-24 is not finalized, then the turnover for the year FY 2020-21, 2021-22 and 2022-23 shall be considered and for evaluation the financial years FY 2020-21, 2021-22 and 2022-23 shall be considered.
6	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
7	FIT and Proper Person	Bidder should be Fit and Proper person as per the criteria defined in this RFP document.
8	Declaration for Blacklisting	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory

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

- f. Financial integrity of the Bidder.
- g. Ability of the Bidder to undertake all obligations set out under this RFP.
- h. Absence of convictions or civil liabilities against the Bidder.
- i. Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment still exists.
- j. 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.

- Any action or proceeding being initiated under the Insolvency and Bankruptcy Laws under the Applicable Law, including but not limited to declaration of Insolvency or Bankruptcy, disqualification or de-recognition by any professional body being initiated against the Bidder.
- Current or previous banning of the Bidder or its respective directors, partners, executives, or key managerial personnel by the governing body of any sport from involvement in the administration of or any form of participation in such sport, for any reason.
- Default by The Bidder or any of its or their respective directors, partners, executives, or key managerial personnel of any of its obligations to a financial institution or has defaulted on any of its obligations to a financial institution in the last 3 (three) financial years.
- The Bidder should not have been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of submission of bids.

2. EVALUATION CRITERIA

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

#	CRITERIA	Max. Marks
A	Consultant Experience	30
A1.	<p>General Experience:</p> <p>Consulting experience of undertaking consultancy engagements of minimum project value with central/ state government departments /autonomous bodies/PSU's in last 05 years from the proposal due date:</p> <p>1 Project with consultancy fee equal to or more than INR 3 Cr – 10 Marks</p> <p>Or</p> <p>2 Projects each with consultancy fee equal to or more than INR 1.5 Cr – 5 Marks each</p> <p>Or</p> <p>3 Projects with each consultancy fee equal to or more than INR 1 Cr and less than 1.5 Cr – 3.5 Marks each (Max. 10 Marks)</p> <p>Note:</p> <ul style="list-style-type: none"> • Projects where the bidder was the lead or sole member of the contract will only be considered. • A single contract/extension to a contract will be considered as one project experience only. 	10 MARKS
A2.	<p>Specific Experience:</p> <p>Consulting experience of undertaking consultancy assignments related to sports events engagements (Non-event sports experience will not be considered) with reputed organizations such as central/state government departments / autonomous bodies/ PSU's/ NSF's/ State Sports Associations, in last 05 years from the Proposal Due Date:</p> <ul style="list-style-type: none"> • Each Project related to Sports Events with consultancy fee more than or equal to INR 25 Lacs – 5 Marks each. • Maximum 2 projects will be considered for evaluation <p>Note</p> <ul style="list-style-type: none"> • Projects where the bidder was the lead or sole member of the contract will only be considered 	10 MARKS
A3	<p>Sports Consulting/Advisory experience of the bidder:</p> <p>Experience of providing sports consulting with reputed organizations such as central/state government departments / autonomous bodies/ PSU's/ NSF's/ State Sports Associations with minimum consulting fee of INR 50 lacs in last 05 years from the Proposal Due Date:</p> <ul style="list-style-type: none"> • Each Project related to Sports Consulting with consultancy fee more than INR 50 lacs – 5 Marks each. 	10 MARKS

	<ul style="list-style-type: none"> Maximum 2 projects will be considered for evaluation 	
B	Quality of Proposed Team	35
B.1	<p>Project Coordinator Experience:(01 CVs to be submitted for Evaluation)</p> <p>The proposed team member should be a Post-Graduate / MBA or equivalent with experience of working as Project coordinator/Manager/Team Lead in consulting assignments:-</p> <ul style="list-style-type: none"> 5 or more years but less than 7 years of total experience: 5 Marks 7 or more years but less than 9 years of total experience: 8 Marks 9 or more years of total experience: 10 Marks 	10 MARKS
B.2	<p>Sports Events Expert: (01 CVs to be submitted for Evaluation)</p> <p>The proposed team member should be a Post-Graduate / MBA or equivalent with experience of working in consulting assignments for Sports Events Sector:-</p> <ul style="list-style-type: none"> 5 or more years but less than 7 years of total experience: 5 Marks 7 or more years but less than 9 years of total experience: 8 Marks 9 or more years of total experience: 10 Marks 	10 MARKS
B.3	<p>Sports Strategic Consultant: (01 CVs to be submitted for Evaluation)</p> <p>The proposed team member should be a Post-Graduate / MBA / B. Tech or equivalent with experience of working in consulting assignments with Central/ State Government/NSFs:-</p> <ul style="list-style-type: none"> 3 or more years but less than 5 years of total experience: 2 Marks 5 or more years but less than 7 years of total experience: 3 Marks 7 or more years of total experience: 5 Marks 	5 Marks
B.4	<p>Research Analyst: (01 CVs to be submitted for Evaluation)</p> <p>The proposed team member should be a Post-Graduate / MBA / B. Tech or equivalent with experience of working in consulting assignments with Central/ State Government/NSFs:-</p> <ul style="list-style-type: none"> 3 or more years but less than 5 years of total experience: 2 Marks 5 or more years but less than 7 years of total experience: 3 Marks 7 or more years of total experience: 5 Marks 	5 Marks
B.5	<p>Technical Conduct Consultant: (01 CVs to be submitted for Evaluation)</p> <p>The proposed team member should be a Post-Graduate / MBA / B. Tech or equivalent with experience of working in consulting assignments with Central/ State Government/NSFs:-</p> <ul style="list-style-type: none"> 3 or more years but less than 5 years of total experience: 2 Marks 5 or more years but less than 7 years of total experience: 3 Marks 7 or more years of total experience: 5 Marks 	5 Marks
C	<p>Technical Presentation on below mentioned criteria-</p> <ul style="list-style-type: none"> Approach and Methodology for overall scope of work- 20 Marks Understanding of the assignment, innovativeness and best practices (with respect to overall scope of work) - 15 marks 	35 Marks
Total		100

Note:

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

ANNEXURE 'IV' | BID SUBMISSION FORM

To,
Sports Authority of India.

Sub: *Selection of Strategic Advisors (For Sports Events Planning)*

Dear Sir,

1. With reference to the RFP dated for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We _____, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with SAI (Sports Authority of India) as Agency for Selection of Strategic Advisors (For Sports Events Planning) as per terms mentioned in this RFP.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
4. I/We shall make available to SAI, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the SAI, to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We agree to keep our Bid valid for acceptance for 75 (Seventy Five) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/we certify that we fulfil the "Fit and Proper Person" criteria as mentioned in this RFP document.
9. I/we understand that SAI may cancel the Selection Process at any time and that SAI neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
10. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
11. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

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

Yours faithfully,

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

ANNEXURE 'V' | BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "Bid") against the SAI's Bid Reference No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto Sports Authority of India, New Delhi 110003 (hereinafter called the "Purchaser) in the sum of _____ for which payment will and truly to be made to SAI, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

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

- (2) If the Bidder having been notified of the acceptance of his Bid by the SAI during the period of its validity: -
 - a) Fails or refuses to furnish the performance security for the due Performance of the contract.
 - or
 - b) Fails or refuses to accept/execute the Rate Contract.

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

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of 75 days i.e., for 120 days (75 days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

ANNEXURE 'VI' | POWER OF ATTORNEY (SAMPLE)

(Note- Board resolution in case of company)

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms.....son/daughter/wife and presently residing at, who is presently employed with us and holding the position ofas our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Engagement with SAI including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to SAI, representing us in all matters before SAI, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SAI, in all matters in connection with or relating to or arising out of our Proposal for said Project and/or upon award thereof to us till the entering into of the Agreement with SAI.

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

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

For
(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

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

Notes:

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

ANNEXURE 'VII' | ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER

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

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

IMPORTANT:

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

ANNEXURE 'VIII' | ANNUAL TURNOVER

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

Certificate from the Statutory Auditor

This is to certify that the average turnover of the bidder from in the last three years is
Rs. (In words)

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

Note:

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder.

ANNEXURE 'IX' | FORMAT FOR CV

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

Education:

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

Countries of work experience:

Employment Record

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

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

Brief Write-up of overall experience:

Work Experience:

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

Certification:

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

Name of Expert/ Personnel

Signature

Date

Endorsement of HR Department/Head of Academic Department

ANNEXURE 'X' | INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

ANNEXURE 'XI' |PRICE BID FORMAT

S.no	Resource Description	Quantity	Man Month Rate (Exclusive of Taxes)	Tax %	Tax Amount	Man Month Rate (Inclusive of Taxes)	Man Month Rates for 12 months (Inclusive of Taxes)
1	Project Coordinator	1					
2	Sports Events Expert	1					
3	Sports Strategic Consultant	1					
4	Research Analyst	1					
5	Technical Conduct Consultant	1					
Total Cost for 12 Months (Inclusive of taxes)							

NOTE:

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

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

To
-----,

-----.

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of Contract no _____ dated _____ for (description of services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee from a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This guarantee shall be valid up to ----- days beyond the date of expiry of contract period as per RFP.

(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer
.....
.....

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

ANNEXURE 'XIII' |- DRAFT CONTRACT AGREEMENT FORMAT

Contract No _____ dated _____

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

1. Name & address of the Agency: _____
2. SAI's Bidding Document/RFP No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the SAI.
3. Contractor's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the Contractor and the SAI in connection with this Bid.
4. In addition to this Contract Agreement Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Terms and Conditions of Contract as mentioned in above RFP
 - (ii) Scope of Services as mentioned in Terms of Reference of the RFP
 - (iii) Other Terms and Conditions of the RFP and Bid;
 - (iv) Bid Form furnished by the Contractor
 - (v) Price Schedule(s) furnished by the Contractor in its Bid;
 - (vi) SAI's Notification of Award

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

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

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

Taxes, if any _____

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

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

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

Received and accepted this contract

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

(Seal of the Contractor)

Date: _____

Place: _____