

**SPORTS AUTHORITY OF INDIA
KHELO INDIA DIVISION**

Corrigendum – I

GeM Bid NO. GEM/2026/B/7713272

Dated: 15.07.2026

Sub: Corrigendum No. to the above referred GeM bid No. GEM/2026/B/7713272 dt. 25.06.2026 for the RFP for Engagement of Sports Management Agency for Khelo India Talent Development (KITD).

The following changes are incorporated to the RFP / ATC:

SL. No.	Existing Clause	Read As
1.	Extension of Bid	Bid End Date/Time: 23/07/2026 till 4: 00 PM Bid Opening Date/Time: 23/07/2026 till 4: 30 PM

Note: All other terms and conditions shall remain the same. For more clarity refer Buyer Added ATC document.

Further clarification on the pre-bid queries are as under:

SL. NO	ATC/RFP Clause Reference	Clause As Per ATC/RFP	CLARIFICATION SOUGHT/QUERY RAISED	Clarification / Modification
1	BID Notification, pg1	MSE relaxation for Turnover criteria	We understand that MSMEs with appropriate documents will be provided complete 'Turnover' exemption in eligibility and evaluation criteria both. Is that understanding correct?	The exemption for MSEs for EMD, turnover and prior experience are already available in eligibility criteria, refer to the GeM bid documents for further details. It is Further to clarify that, MSEs under relevant category and registered startups under relevant category will be given exemption in eligibility criteria for as Mentioned at S. No. 1, 3 and 4 (EMD, prior experience and Turnover only) in line with the prevalent guidelines. Relevant documents to be submitted along with the bid for claiming exemption in the eligibility criteria. Further, the criteria is in line with the guidelines issued in the relevant Manual of Procurement of consultancy services and in compliance with the relevant Government norms and in line with the requirements of the SAI.
2	BID Notification, pg3, clause 7	Past experience	Are criteria mentioned here for Eligibility? Since these are not mentioned Annexure III (Section1) - Eligibility Criteria, we understand that this is	Clarified that, the eligibility of bidders shall be evaluated strictly in accordance with the criteria specified under Annexure-III (Eligibility Criteria & Evaluation Criteria) of the RFP.

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			a typographical error and is to be considered deleted. Is that understanding correct? If not, then we request to EITHER provide exemption from these criteria for MSMEs OR update these as below keeping in view turnovers of Micro enterprises: 1. Three similar completed services costing not less than the amount equal to 5% (Five percent) of the estimated cost; or 2. Two similar completed services costing not less than the amount equal to 10% (ten percent) of the estimated cost; or 3. One similar completed service costing not less than the amount equal to 20% (twenty percent) of the estimated cost.	
3	BID Notification, pg4	Technical specifications- Proof of Concept (PoC) required	We understand that what this implies is that the bidder is required to have experience as per criteria mentioned in the Annexure III (Section 1) - Eligibility Criteria, to demonstrate the Proof of Concept (PoC). Is that understanding correct? If not, please clarify, what is expected from bidder as PoC.	It is clarified that, clearly mention in bid notification at Buyer Added Bid Specific Terms and Conditions " <i>Whenever there is any conflict between the provision in the 'Additional Terms and Conditions – Buyer Specific Clauses' and that in the 'GTC/STC of GeM', the provision contained in the 'Additional Terms and Conditions – Buyer Specific Clauses shall prevail'.</i> "
4	BID Notification, pg5	1. Buyer added Bid Specific ATC (2 - estimated project cost)	Amount of Performance Security (being % of estimated project cost) is significantly higher for 5 years as compared to 3 years, which is the contract term mentioned in the RFP. This significant increase can be detrimental due to Micro MSEs due to impact on cash flows and loss of interest costs, etc. Hence, we request SAI to change the estimated contract cost to 3 years which is the contract term, rather than 5 years. Anyways, if the contract is extended for the mentioned term of 1+1 year, the performance security of the successful bidder will remain	It is clarified that the successful bidder shall furnish a Performance Security equivalent to 3% of the accepted contract value for the initial contract period of three (03) years, in accordance with Clause 17 of the RFP. In the case of extension of the contract for a further period of (1+1) years , the successful bidder shall be required to suitably extend/revalidate and, wherever applicable, enhance the Performance Security corresponding to the extended contract value for the extended period, before commencement of such extension.

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			retained with SAI, providing the required security on the project. Please consider this reduction to make it more amenable for Micro MSEs and hence getting more players from the market to participate in this bid.	
5	BID Notification	Pre-bid meeting	Last date for submission of pre-bid queries is not mentioned. What is it? Date place/mode of pre-bid query meeting is missing in the bid notification as well as in the RFP document. When is the pre-bid meeting planned?	It is clarified that, the schedule for submission of pre-bid queries, pre-bid meeting and other timelines shall be as notified on the bid notification at Pg. No. 4 Pre-Bid details.
6	19.12, pg 15	The deployed resources are required to follow SAI Calendar.	We understand that the SAI Calendar needs to be followed for the holiday policy. Is that understanding correct? Also, please share the same with us.	As already mentioned at clause 19 in the RFP that the deployed resources are required to follow SAI Calendar. Hence, it is clarified that national, gazetted, and festival holidays shall be as per the SAI calendar and will not be counted as part of the leave entitlement of the deployed resources. Further, if resources are required to work on weekends or holidays due to project requirements, it shall be the responsibility of the service provider to manage their resources accordingly. No additional payment, compensatory off, or financial implication will be admissible to SAI on this account.
7	21.12, Pg 17	Timely payment to resources	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?	RFP condition shall prevail.
8	22.6, Pg 18	For Delay in service deliverables reasons not pertaining to selected bidder,	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.	RFP condition shall prevail.
9	23.2, Pg 18	SAI reserves the right to modify and amend any of the stipulated condition/criterion given in this RFP,	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	In case of modification, the same may be uploaded on GeM portal, SAI website and appropriate time as per GeM portal may be provided for bid submission.

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		depending upon project priorities vis-à-vis urgent commitments.	with the changes. Is that understanding correct?	
10	27.5/10/11, Pg20	Indemnities and liabilities	We request the liability under these clauses to be limited to a maximum of the contract value, as it is not viable for any organization (especially Micro MSEs) to provide indemnity cover with unlimited liability, which can be a serious threat for even the existence of the organization, in the event of actualization of any of these clauses.	The existing provisions have been incorporated keeping in view the requirement to adequately safeguard the interest of SAI and are the standard contractual terms in all RFP of SAI.
11	28.2, Pg 20	Successful Bidder may terminate the Agreement, by serving a 60-day written notice to SAI,..... 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"	RFP conditions Shall prevail.
12	Annexure III (6)	Net worth erosion	While we understand the requirement of positive network, we would request removal of the erosion of network by 30% or more clause, as for Micro MSEs in sports business it has been extremely tough 3 years even post COVID where such organizations faced severe business losses.	RFP conditions shall prevail.
13	Annexure XVII	Deployment Plan	Is the bidder required to give all 29 resource names at the time of bidding?? If yes, it is extremely difficult to finalize so many resources in such less time to submission. We request you to take the profiles of the key resources as proposed below for the purpose of bid evaluation - since only these resource types are only being considered for evaluation as per evaluation criteria. 1. Project Lead 2. Lead Research (1&2)	it is clarified that only CVs of the Core team (for which marking is given) as mentioned in the RFP are to be submitted along with the technical bid.

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			The deployment plan for balance resources, Lead Researchers and Athlete Relationship Managers, should be asked for in the 30 days provided for deployment of the resources, as per RFP.	
14			Salary range for each of the personnel resources.	It is clarified that no fixed salary range has been prescribed under the RFP. The successful bidder shall be responsible for remuneration of the deployed personnel in accordance with applicable labour laws, and all related costs shall be deemed included in the quoted Financial Bid. No additional payment shall be admissible during the contract period.
15		Turnover	The bidder should have an average annual turnover of at least INR 24.00 Cr over the last three financial years ending March 2025. This requirement should be relaxed considering the nature of projects floated by the government in recent years the same shall be considered for the last three years turnover instead of average.	RFP conditions shall prevail.
16			The bid submission deadline should be extended by another two weeks.	Refer Corrigendum above and buyer Added ATC Document.
17			Should personal leave be considered, and if so how many days per year?	As already mentioned at clause 19.15 in the RFP: <i>"Individual resources shall be entitled to leaves at the rate of 1 day of each completed month with no accumulation of leave beyond a calendar year on pro-rata basis. Unavailed leaves cannot be carried forward to the next year".</i>
18			Location of these personnel working – is it only at Delhi or other places if so which are the places?	The deployed manpower shall ordinarily be stationed at SAI, New Delhi. However, based on project requirements, the deployed personnel may be required to travel and provide services at any location across India, as and when directed by SAI, project related activities. Any Such travel shall be governed by the provisions of the RFP including clause 20.9.
19			If the payments are delayed, will any interest be paid.	RFP conditions shall prevail.
20		Average Annual Turnover Requirement	As per the tender clause, the bidder is required to have an Average Annual Turnover of ₹24 Crore. We respectfully request you to reconsider and relax this	Referred at S. No. 15.

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			eligibility criterion, as the sports industry was significantly affected during the post COVID period and many experienced organizations engaged exclusively in sports management may not have achieved this turnover despite having the required technical expertise and execution capability.	
21		Salary Structure for Proposed Manpower	The tender document does not specify the salary structure for the personnel to be deployed, including whether the remuneration should cover travelling allowance, daily allowance, or any other applicable benefits. Since bidders are required to submit the CVs of the proposed personnel, clarity on the expected salary structure is essential for obtaining candidate consent and preparing a realistic financial proposal.	Referred at S. No. 14.
22		Extension of Bid Submission Date	The bid submission deadline is 16 July 2026. Since the pre-bid queries have been submitted today, 03 July 2026, and the responses are expected only by Monday or Tuesday, the available time for preparing the technical and financial proposal will be considerably reduced. We therefore request you to kindly extend the bid submission deadline by 10 days to enable all prospective bidders to prepare comprehensive and competitive proposals.	Referred at S. No. 16.
23		Allocation of Athletes	Kindly clarify the approximate number of athletes that each Athlete Relationship Manager (ARM) will be expected to handle simultaneously.	It is clarified that the RFP does not prescribe any fixed athlete-to-Athlete Relationship Manager (ARM) ratio. The number of athletes to be assigned to each ARM shall be determined by SAI from time to time based on operational requirements, athlete distribution, discipline-specific needs, and programme priorities. The selected agency shall deploy the prescribed manpower as stipulated in the RFP, and each deployed ARM shall discharge the assigned responsibilities in accordance with the Scope of Work and Terms of Reference (ToR) of the RFP.
24		Travel Requirements	Kindly confirm whether the ARM will be required to travel to every athlete's location for meetings and coordination. If yes, please specify the expected frequency of such	Referred at S. No. 18.

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			visits.	
25		Key Performance Indicators (KPIs)	Kindly provide the measurable Key Performance Indicators (KPIs) for each role proposed under the scope of work so that bidders can appropriately plan staffing, performance management, and resource allocation	It is clarified that, the scope of work, roles and responsibilities of the deployed resources are specified in Annexure-I (Terms of Reference). The performance of the deployed resources shall be assessed by SAI based on the satisfactory execution of assigned tasks, deliverables, timelines, monthly reports, review meetings, and other contractual obligations as stipulated in the RFP. No separate role-wise measurable KPIs are envisaged under this tender. Bidders are advised to submit their bids accordingly.
26	ANNEXURE 'I' TERMS OF REFERENCE (TOR) (Page 26)	Clause 3: Scope of Work/Key Personnel	Salary range of the personnel is missing.	Referred at S. No. 14.
27	ANNEXURE 'III' ELIGIBILITY & EVALUATION CRITERIA (Page 32 & 34)	S.No. 4: Turnover The Bidder should have an average annual turnover of at least INR 24.00 Cr over last three financial years ending March 2025. S.No. A2: Turnover Average annual turnover with in the last three Financial Years (FY 2022-23, FY 2023-24, FY 2024-25). •More than or Equal to 24 Crore and less than or equal to 30 Crore: 5 marks •More than 30 Crore and less than or equal to 36 Crore: 08 marks •More than 36 Crore: 10 marks	We request you to reconsider the min average annual turnover of INR 24.00 CR over last three financial year (FY 2022-23 onwards). The covid period impacted all of us negatively and damaged the business. Sports sector got hit by covid more than anything else considering nobody could participate/engage and it became literally non existence. Post covid all sports organizations have started rebuilding which is an ongoing process hence the mentioned minimum average revenue should be relaxed.	RFP conditions shall prevail.
28	ANNEXURE 'III' ELIGIBILITY & EVALUATION CRITERIA	Quality of Proposed Team: Clause B1 & B2 Project Lead Lead Research x 05 (Nos) (05 CVs to	It would be impossible to hire the candidates before we are awarded the contract due to legal & contractual obligations & consequences. We also need to consider the fact that these	RFP condition shall prevail.

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	(Page 35)	be submitted for Evaluation)	candidates would have to serve notice periods in their respective organizations before they can leave. There could also be a possibility that these six profiles shared with you would back out later (anyone or all) due to various reasons beyond our control which will put the organization in a difficult position. Since the objective is to assess our ability to deploy quality manpower, we propose to share profiles (working with us in similar projects including Khelo India/PSU projects or with other organizations) post an initial discussion for your review. We would request you to consider these profiles not as final and grant us a time period to recruit candidates of similar skillsets (in case they back out) once the contract is awarded to us.	
29	Page No. 29 – Bullet Point No. 2 (Core Team Members)	<i>"Core team members shall be available with the Bidder prior to submission of this Bid. Core team is consisting of the key personnel whose CV(s) are being considered for marking in the evaluation criteria as specified in Annexure III.2.B."</i>	If we submit a declaration along with the proposed profile, even though the individual is currently not on our payroll, will the individual still be considered as the required key personnel for the purpose of bid evaluation?	It is clarified that, the proposed Core Team members are not required to be on the Bidder's payroll at the time of bid submission. However, the Bidder shall ensure that the proposed Core Team members are available with the Bidder prior to submission of the Bid and shall furnish an undertaking confirming their availability and commitment for deployment upon award of the contract. Further, it is also clarified that only CVs of the Core team (for which marking is given) as mentioned in the RFP are to be submitted along with the technical bid.
30	Page No. 15 – Clause 19.9 (Replacement of Resources)	<i>The Bidder must ensure at least 04 weeks overlap period for knowledge transfer in such replacements.</i>	In such a scenario, we request that the bidder (organization) be permitted to nominate or appoint another suitably qualified professional to fulfil the same role and responsibilities, if required, while ensuring compliance with the knowledge transfer requirements.	RFP condition shall prevail.
31	Page No.15- Clause 19.11	The Bidder will be responsible to provide resources with Laptops/Desktops and other devices	Kindly specify the required tools and provide more clarity on this requirement, as it has a direct impact on the commercial proposal and overall project costing.	The bidder shall provide all necessary laptops/desktops, mobile devices, development environment, software tools, utilities, and other resources required for successful execution of the Scope of Work and Terms of Reference

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		enabled with required tools related to work, and development environment (like Android & iOS Mobile phones and Window and Mac laptops) for completing this engagement.		(ToR). The bidder is advised to assess the project requirements and quote accordingly. No separate payment shall be admissible for such provisions.

"REQUEST FOR PROPOSAL"

(RFP)

For

Engagement of Sports Management Agency for Khelo India Talent Identification and Development Division (KITD)

Date of Publication: xx.xx.2026

Whenever there is any conflict between the provision in the 'Additional Terms and Conditions – Buyer Specific Clauses' and that in the 'GTC/STC of GeM', the provision contained in the "Additional Terms and Conditions – Buyer Specific Clauses shall prevails"

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

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DISCLAIMER

1. This Request for Proposal ("**RFP**") contains information about the scope of work and the qualification process for the selection of the Bidder. The purpose of this RFP is to provide interested parties with information to facilitate the formulation of their bid pursuant to the Bid notice.
2. SAI and/or its Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP.
3. The Authority, its employees and advisers make no representation or warranty as to the accuracy, reliability or completeness of the information in this bid and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
4. 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) ("**Bidders**"), 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.
5. Information provided in this RFP relates to a wide range of matters, some of which may depend upon interpretation of applicable laws, rules, regulations, policies or governmental instructions. The information provided herein is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy of any interpretation or opinion on law expressed herein.
6. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project Management Consultancy and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
7. The Authority reserves the right to, but without being under any obligation to do so, amend or supplement the statements, information, assessment or assumptions contained in this bid at any time during the bidding process by way of revision, deletion, update or supplement and annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.
8. No objections raised by any Bidder(s) or any third party to such changes/ modifications/ additions/ alterations as provided above, whether explicit or implicit, shall be entertained. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by the Authority.
9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other

costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the selection process.

10. The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to SAI or any of its respective officers, employees, advisors or agents.
11. The Bidder should confirm that the RFP downloaded by them is complete in all respect including all attachments. In the event the RFP or any part thereof is mutilated or missing, the Bidder shall notify SAI immediately at the addresses / e-mail provided herein.
12. If no clarification or query is raised by a Bidder within the time prescribed for submission of pre-bid queries, it shall be deemed that the Bidder has received the complete RFP, has fully examined and understood the contents thereof, and is satisfied with the requirements, terms and conditions contained herein.
13. By submitting a Bid in response to this RFP, the Bidder shall be deemed to have examined and understood the terms and conditions of this RFP and to have accepted the same. The Bidder expressly waives any claim arising out of or relating to any misunderstanding, misinterpretation or lack of information regarding the provisions of this RFP.
14. All addendums, corrigendums, clarifications and amendments issued by the Authority shall be uploaded only on the GeM Portal and/or the websites specified in this RFP. It shall be the sole responsibility of each Bidder to regularly monitor such platforms and keep itself informed of all updates relating to the bidding process.
15. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications. The Bidders shall bear all its costs associated with or relating to the preparation and submission of Proposal pursuant to this RFP.
16. SAI also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

1. NOTICE INVITING TENDER

Sports Authority of India (hereinafter referred to as “**SAI**”), an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from qualified Firms (as per clause 3.2.3 herein below) to associate with Khelo India as Agency to provide professionals for Khelo India Talent Identification and Development Division (hereinafter referred to as “KITD”). 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	xx.xx.2026 (As per GeM)
Bid document download start Date	xx.xx.2026 (As per GeM)
Last date and time of submission of queries for Pre-Bid Conference	xx.xx.2026 at xx:xx to sectt.kheloindia2@gov.in
Virtual Pre-Bid conference	xx.xx.2026 at xx:xx Pre-Bid Meeting for Engagement of Sports Management Agency for KITD Video call link:
Bid submission end date and time	As per GeM
Bid Validity Period	90 Days
Earnest Money Deposit (EMD)/ Bid Security	Rs. 42,00,000.00 Hard copy of the same may be submitted to the office of Khelo India, Secretariat-2, Stair Entry No. 4, KITD, Sports Authority of India, JLN Sports Complex, Gate No. 10, Lodhi Road, New Delhi - 110003
Mode of Submission	Online (GeM Portal)
Opening of Technical Bid date and time	As per GeM
Method of selection	Quality Cum Cost Based Selection (QCBS) (70:30)
JV/Consortium/Subcontracting	Not Allowed
E-mail for all correspondence	Sectt.kheloindia2@gov.in

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

4. LANGUAGE OF BID

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

5. DOCUMENTS TO BE SUBMITTED

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

6. ELIGIBILITY CRITERIA

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

7. RFP PROCESS

- 7.1. RFP issued by SAI constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as per Clause 6 above) to be Service Provider (after evaluation of eligible bidders), subject to the terms of this RFP, Tender Documents, and the Service Agreement.
- 7.2. This RFP is no more than a request for proposal, and it does not and is not intended to constitute a contract or a grant of any rights or licenses, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by SAI of the Bidder's Bid and the execution of the Service Agreement by both SAI and the successful Bidder.
- 7.3. This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and SAI reserves the right to withdraw the RFP and/ or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid.
- 7.4. Upon selection of a Bidder by SAI, the successful Bidder shall enter into a detailed contract/agreement ("**Service Agreement**") incorporating the provisions of this RFP and the successful Bid.
- 7.5. The contract shall initially be awarded for a period of three (3) years and may be extended by SAI on a yearly basis, subject to satisfactory performance and approval of the Competent Authority, for a maximum aggregate term of five (5) years (3+1+1), commencing from the date of execution of the Service Agreement or issuance of the Notification of Award, whichever is earlier.
- 7.6. The successful Bidder shall deploy the required resources, including all core team members, within thirty (30) days from the date of execution of the Service Agreement. Any proposed delay in deployment or replacement of personnel shall be communicated to SAI in advance and shall be subject to SAI's approval.

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 Addendum and/ or Corrigendum.
- 8.2. Any Addendum issued hereunder will only be uploaded on the GeM Portal www.gem.gov.in and SAI website: https://sportsauthorityofindia.nic.in/sai_new/tenders. The Bidders shall be responsible for regularly monitoring the aforesaid portals/websites for any updates, amendments, clarifications or communications issued by SAI.
- 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 its Bid and a Corrigendum is issued subsequently, the Bidder shall acknowledge the Corrigendum by submitting a copy duly signed by its Authorized Signatory to the designated email address (sectt.kheloindia2@gov.in) 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/or website 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 90 days (ninety 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 finalized, 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/finalized by the authority shall remain firm and fixed during the currency of the Contract and will not be subject to variation on any account.

11. EARNEST MONEY DEPOSIT

- 11.1. The Bidder shall furnish Bid Security for an amount as shown in the Clause 2 of the RFP. The Bid Security is required to protect the SAI against the risk of the Bidder's unwarranted conduct. Non-submission of Bid Security will be considered as major deviation and bid will not be considered.
- 11.2. In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- 11.3. The Bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/ resellers/ distributors/ authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.
- 11.4. The Bid Security shall be furnished in one of the following forms:
 - a) Account Payee Demand Draft
 - b) Fixed Deposit Receipt
 - c) Banker's cheque / Pay Order
 - d) Bank Guarantee from any of the commercial banks (as per the format at [Annexure V](#)),
 - e) E-Bank Guarantee
 - f) 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)
 - g) Valid Insurance Surety Bonds
- 11.5. The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee (E-Bank Guarantee) shall be drawn on any Commercial Bank in India, in favor 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 V** of the Bid Document.
- 11.6. Bid securities of unsuccessful bidders during first stage i.e., technical evaluation will be returned within 30 days of declaration of result of first stage i.e., technical evaluation.
Bid securities of unsuccessful bidders during second stage i.e., financial evaluation will be returned within 30 days of award of contract.
The Bid Security of successful Bidders will be returned without any interest, after receipt of Performance Security from that Bidder.
- 11.7. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid i.e. upto 135 days (90 + 45 Days)
- 11.8. Earnest Money is required to protect the SAI against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a Bidder will be forfeited, if the Bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful Bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 11.9. Bid Security of a Bidder will be forfeited, if the Bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful Bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.

12. BIDDERS QUERIES AND RESPONSES THERETO

- 12.1. All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person on the email id: sectt.kheloindia2@gov.in. 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 endeavor 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 authorized representatives may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder's queries, together with proposed solutions. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The link shall be provided to the Bidders one hour prior to the scheduled meet.
- 12.4. Within reasonable time period from the Pre-Bid Conference, SAI will issue responses to all of the Bidders' written queries, together with any other revised documents (if required).
- 12.5. Amendments to Bidding Documents:
- At any point of time, prior to the deadline for submission of Bids, SAI may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids.
 - Such an amendment will be uploaded on Khelo India Website: <https://kheloindia.gov.in>, SAI Website: <https://sportsauthorityofindia.nic.in>, and GeM Portal of Government of India: [www.gem.gov.in](http://gem.gov.in). Bidders are, therefore, advised to refer to the Khelo India Website, SAI Website and GeM Portal before submitting bids.

13. SUBMISSION OF BIDS

- Bids to be submitted online as per instructions in [Annexure X](#) of the RFP.
- SAI will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.
- 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.)
- 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>.
- 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 copies of the Bid Documents shall not be accepted, except for the submission of the original Earnest Money Deposit (EMD) and/or Bank Guarantee (BG), wherever applicable.
- 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.

Modification/withdrawal of bids: The bidder, after submitting the bid, is permitted to submit alterations/modifications to the bid, so long such alterations/ modifications are received duly sealed and marked like original bid, up-to the date and time of submission of bid. No amendment/modification/withdrawal shall be permitted after the expiry prescribed date and time of receipt of bids i.e. during the Bid validity period that commences immediately upon the expiry of Bid Due date and time. The bidder shall be liable for severe actions and consequences including debarment/blacklisting and removal from the empanelment if Bid is withdrawn/amended during the bid validity period and no plea shall be entertained in this regard.

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

- 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 90 days from date of opening of Bid.
 - iv. Bids which do not conform to SAI Bid format.

- v. Bids in respect to which the Bidder does not accept SAI rectification of clerical/arithmetic discrepancies in the financial/price Bid, if any.
- vi. Any Financial/Price Bid that does not comply with the conditions laid down by SAI.

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

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

14.4. Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, the SAI finds any **minor infirmity and/ or irregularity and/ or non-conformity** which does not constitute a material deviation from the terms of the RFP, SAI may, at its discretion, either:

- a. Reject the Bid; or
- b. Communicate its observations to the Bidder in writing (including by registered post, speed post, email or through the GeM portal), seeking clarification, confirmation or rectification of such minor infirmity, irregularity or non-conformity within such period as may be specified by SAI.

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 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 Lowest 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 Ts 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, SAI reserves right to waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI.

16. DECLARATION OF SUCCESSFUL BIDDER

Before expiry of the Bid validity period, SAI shall notify the successful Bidder in writing through a **Notification of Award (NOA)**. 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.

- 16.1. Failure of SAI and the successful Bidder to agree upon the terms of the Service Agreement within a reasonable period or such period as maybe specified by SAI, shall constitute sufficient grounds for **annulment of the award**, whereupon SAI may, at its sole discretion, either:
- Award the contract to the next ranked Bidder; or
 - Invite fresh Bids.
- 16.2. Upon execution of the Service Agreement and submission of the required **Performance Security**, SAI shall notify all unsuccessful Bidders and refund their Earnest Money Deposits, as applicable.
- 16.3. **Terms of the Service Agreement:** The Service Agreement shall commence on the date of execution and shall be valid for the period specified therein, unless terminated earlier in accordance with its terms.

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 fourteen (14) 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. The Penalty shall not exceed further fourteen (14) days, beyond which SAI reserves the Right to terminate the contract at its sole discretion without any liability, forfeit any payments due to the Bidder, and invoke the Performance Security, if applicable. In case of termination, the Bidder shall be debarred and blacklisted from bidding for any future tenders of SAI for a period of two (02) years, without prejudice to any other rights and remedies available to SAI under applicable laws.
- 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 remain valid for sixty (60) days beyond all contractual obligations, including defect liability periods and pending claims. SAI may invoke it in case of default, breach, or non-compliance, and the agency must revalidate and replenish it within seven (7) days, failing which SAI may recover the amount from pending dues. SAI may also seek periodic revalidation based on contractual needs. The security shall be an unconditional and irrevocable bank guarantee or another approved format, with all costs borne by the agency. No interest shall be payable, and in case of contract termination due to the agency's default, the security shall be forfeited in full.
- 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 initially be up to three (3) years, based on the annual extension provided by the Competent Authority of SAI subject to a maximum duration of five (5) years. (3+1+1) from the date of signing of contract or release of Notification of Award. The total resources, including all core team members, shall be deployed within thirty (30) days from the date of signing of the Service Agreement. Any proposed delay in deployment or replacement of personnel shall be communicated to SAI in advance.

19. MANPOWER REQUIREMENT

- 19.1. The Clause 3 of Annexure I lists the minimum number and credentials of the resources/key personnel 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 seven (07) days, subject to reasonable extensions, limited to a maximum of thirty (30) 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 04 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. Individual resources shall be entitled to leaves at the rate of 1 day of each completed month with no accumulation of leave beyond a calendar year on pro-rata basis. Unavailed leaves cannot be carried forward to the next year.
- 19.16. The personnel of the successful Bidder shall not be the employees of the Purchaser 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.
- 19.17. The Successful bidder/ PMU may be considered for an Annual increment of up to 7% of the monthly remuneration upon completion of 12 months based on annual performance review.

20. TERMS OF PAYMENT

- 20.1. The payment will be made as mentioned below, after satisfactory completion and acceptance of the required monthly reports to be submitted. The invoices should be submitted along with approval from concerned authorities by 5th of every month for preceding month.

Sr No	Milestone	Timeline	Payment methodology
1	Monthly Reports (12 nos.)	At the end of every month	Monthly rate finalized against each resource profiles required in the RFP

- 20.2. Time and quality shall be the essence of the contract and payment will be made at actuals as per Biometric attendance report of each manpower.

- 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 22. 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 (as per norms of SAI) 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. The decision of SAI in this regard shall be final and binding.
- 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 15 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, subject to any dispute resolution mechanism provided under the Service Agreement
- 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 solely responsible for ensuring timely payment to its employees, staff, or subcontractors deployed in the project and for complying with all applicable laws, including but not limited to:
 - a. Labour laws
 - b. Minimum wage regulations
 - c. Provident fund and gratuity laws
 - d. Employee insurance
 - e. Any other statutory obligations applicable under Indian law
- 21.13. 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
- 21.14. 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 rounded off to the nearest whole number, 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 rounded off nearest whole number 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).

Note: SAI reserves the right to allow substitution of the Key personnel without penalty if due justification like termination by the client/firm, terminal illness or death etc. is available.

- 22.3. If the performance continues to be poor beyond, what is stipulated in 22.1 and 22.2 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 shall be imposed for delay attributable to SAI or reasons which fall within the definition of Force Majeure as per Clause 29 of this RFP.
- 22.5. Payments by SAI shall be released after making the necessary deductions of penalty as may be applicable through the terms of the Service Agreement.
- 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 two 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 reserves the right not to award the work to any Bidder, without assigning any reason whatsoever.
- 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, SAI may take such action as may be permissible under the RFP, and applicable law.
- 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 two 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 two 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. HANDOVER

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

26. REPRESENTATIONS AND WARRANTIES

- 26.1. 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.
- 26.2. 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.
- 26.3. The Bidder declares that all the information provided are truthful , complete and accurate 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.
- 26.4. 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. Any such attempt shall result in non-consideration / rejection of its Bid.

27. INDEMNIFICATIONS AND LIABILITIES

- 27.1. 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.
- 27.2. 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.
- 27.3. 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.
- 27.4. 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.
- 27.5. 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.
- 27.6. The successful Bidder shall at all times indemnify and keep indemnified SAI against and any claims by its employees, agents or subcontractors in respect of wages, salaries, remuneration, compensation, or the like including any claims arising under applicable labour laws, social security laws, provident fund, gratuity, employee compensation, employee insurance or any other statutory employment-related obligation.
- 27.7. The Bidder shall indemnify and keep indemnified SAI against any losses, damages, penalties, costs or liabilities imposed in respect of non-observance of any statutory requirements or by any court, tribunal, statutory authority or governmental authority arising out of any act, omission, default or breach by the Bidder, its personnel, agents or subcontractors.
- 27.8. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 27.9. The Bidder hereby undertakes to indemnify SAI against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 27.10. The Bidder hereby undertakes that SAI shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Operator or any of his contractors/ sub-contractors/ sub-contractor. The Bidder shall indemnify and keep indemnified SAI against all such damages and compensation, all claims' proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

28. TERMINATION

- 28.1. 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.

28.2. The successful Bidder may terminate the Service 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.

29. FORCE MAJEURE

29.1. For the purposes of this Contract, “**Force Majeure**” means any event or circumstance beyond the reasonable control of the affected Party, not attributable to its fault or negligence, and which could not reasonably have been foreseen at the time of execution of the Contract. Such events may include, but are not limited to, acts of God, acts of government in sovereign capacity, war, revolution, terrorism, fire, flood, epidemic, pandemic, quarantine restrictions, lockdowns, freight embargoes, or any other similar event.

The successful Bidder shall not be liable for any delay or failure in performance of its obligations under the Contract to the extent such delay or failure is directly caused by a Force Majeure event.

29.2. **Notice and Mitigation:** Upon the occurrence of a Force Majeure event, the affected Party shall promptly notify the other Party in writing, and in any event within seven (7) days of the occurrence of such event, specifying the nature of the Force Majeure event, its expected duration, and the obligations affected.

The affected Party shall use all reasonable efforts to mitigate the effects of the Force Majeure event and shall continue to perform its obligations under the Contract to the extent reasonably practicable and not prevented by such Force Majeure event.

29.3. **Suspension and Termination:** If the performance of the Contract, in whole or in part, is prevented or delayed due to a Force Majeure event for a continuous period exceeding thirty (30) days, SAI may, at its discretion, suspend the performance of the Contract, in whole or in part. If such Force Majeure event continues for a period exceeding sixty (60) days, either Party may terminate the Contract by written notice to the other Party, without any financial liability or repercussion on either side.

29.4. **Force Majeure Affecting SAI:** In the event SAI is unable to fulfil its contractual obligations due to a Force Majeure event, SAI shall notify the successful Bidder in writing, and the provisions of this Clause shall apply mutatis mutandis.

29.5. **Financial Implications:** During the subsistence of a Force Majeure event and subject to timely notice by the affected Party, neither Party shall be liable for any penalty, liquidated damages, or compensation for non-performance attributable to such Force Majeure event. Payment obligations, if any, shall stand suspended to the extent affected by the Force Majeure event and shall resume upon cessation of such event.

30. DISPUTE SETTLEMENT MECHANISM

30.1. **Amicable Resolution and Mediation:** All disputes, differences, or controversies of whatsoever nature arising out of or in relation to this RFP or the Contract, including its interpretation, shall first be attempted to be resolved amicably.

If the dispute is not resolved amicably, the Parties shall endeavour to resolve the same through mediation in accordance with the provisions of the Mediation Act, 2023. The mediation shall commence upon written notice of dispute by either Party and shall continue for a period not exceeding thirty (30) days, extendable by mutual consent. Participation in mediation shall be a condition precedent to the commencement of arbitration under Clause 30.2.

30.2. **Arbitration:** If the dispute remains unresolved after the completion of mediation, either Party may refer the dispute to arbitration in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof.

The arbitration shall be conducted by a sole arbitrator, mutually appointed by the Parties. Failing mutual agreement, the arbitrator shall be appointed by the Hon'ble High Court of Delhi under Section 11 of the Arbitration and Conciliation Act, 1996.

30.3. **Seat, Venue, and Language:** The seat and legal place of arbitration shall be New Delhi, India. The venue of arbitration shall be the India International Arbitration Centre (IIAC), New Delhi, in accordance with D.O. No. A-60011/50/2023-ADR dated 05.04.2024. The arbitration proceedings shall be conducted in the English language.

30.4. **Award and Costs:** The arbitral award shall be final and binding upon the Parties. Each Party shall bear its own costs of preparing and presenting its case, and the fees and expenses of the arbitrator shall be shared equally, unless otherwise directed in the award.

The arbitration proceedings shall, as far as practicable, be completed within eight (8) months from the date of reference, subject to extension as permitted under applicable law.

- 30.5. **Continuation of Performance:** During the pendency of arbitration proceedings, the Parties shall continue to perform their respective obligations under the Contract, except for those obligations which are the subject matter of the dispute.
- 30.6. **Injunctive Relief:** Nothing in this Clause shall prevent SAI from seeking interim, injunctive, or equitable relief from the courts at New Delhi, where monetary damages may not be an adequate remedy.

31. APPLICABLE LAW AND JURISDICTION

- 31.1. This Contract shall be governed by and construed in accordance with the laws of India. Subject to Clause 30, the courts at **New Delhi, India**, shall have exclusive jurisdiction over all matters arising out of or in connection with this RFP and the Contract.

32. RESERVED RIGHTS

- 32.1. SAI reserves the right to:
- Accept or reject any proposal or part thereof without assigning any reason;
 - Revise or modify the requirements of the RFP prior to award;
 - Amend, modify, relax, or waive conditions of the RFP, provided that any such change after award shall not materially alter the scope of work or financial terms without mutual consent.
- 32.2. 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.
- 32.3. 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.
- 32.4. 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.
- 32.5. 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.
- 32.6. 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 sectt.kheloidia2@gov.in. No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFP

33. CORRUPT OR FRAUDULENT PRACTICES

- 33.1. The Bidder and its representatives shall observe the highest standards of ethics during the bidding process and execution of the Contract. If SAI determines that the Bidder has engaged in corrupt, fraudulent, coercive, or restrictive practices, SAI may reject the Bid, terminate the Contract, and forfeit any security furnished, without prejudice to any other rights available under law.
- 33.2. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the letter of award and during the subsistence of the Service Agreement. Notwithstanding anything to the contrary contained herein, or in the letter of award or the Service Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Service Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case

- may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Service Agreement, or otherwise.
- 33.3. It is required by all concerned namely the Bidders /successful Bidder etc. to observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, SAI:
- i. Will reject a Proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices or undesirable practice or restrictive practice in competing for the contract in question;
 - ii. Will declare the Bidder ineligible or debar/blacklist, either indefinitely or for a stated period of time, to be awarded a contract by SAI if it at any time determines that the Operator has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.
 - iii. For the purpose of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - 33.3.1. **"corrupt practice"** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of SAI who is or has been associated in any manner, directly or indirectly, with the selection process or the letter of award or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of SAI, shall be deemed to constitute influencing the actions of a person connected with the selection process); or engaging in any manner whatsoever, whether during the selection process or after the issue of the letter of award or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the LoA, who at any time has been or is a legal, financial or technical adviser of SAI in relation to any matter concerning the RFP;
 - 33.3.2. **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the selection process;
 - 33.3.3. **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the selection process;
 - 33.3.4. **"undesirable practice"** means establishing contact with any person connected with or employed or engaged by SAI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or having a conflict of interest; and
 - 33.3.5. **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.
- 33.4. SAI reserves the right not to conclude the Service Agreement and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, EMD (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.

34. CONFIDENTIALITY

- 34.1. 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.
- 34.2. 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.

- 34.3. 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.

35. CONFLICT OF INTEREST

A Bidder shall not have conflict of interest that may affect the selection process or the consultancy. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, SAI shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to SAI for inter-alia, the time, cost and effort of SAI including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to SAI hereunder or otherwise.

36. TRANSFER AND SUB-LETTING

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

37. LIMITATION OF LIABILITY

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the SAI towards successful Bidder whether under the agreement, RFP, in tort or otherwise, shall not exceed the total contract price.

38. AWARD OF CONTRACT

- 38.1. **Award Criteria:** SAI will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive Bid as per the process/evaluation methodology outlined in the RFP.

- 38.2. SAI reserves the right to increase or decrease the contract quantity and/or contract duration up to 15% at the time of issuance of the letter of award/Service Agreement, based on the total contract cost. However, once the contract is issued, Contract quantity or contract duration shall not exceed the 15% of the overall tender value. The Bidder shall be bound to accept the revised quantity and/or duration, as applicable.

38.3. **Letter of Award:**

- 38.3.1. Prior to the expiration of the Bid validity period, SAI will notify the successful Bidder in writing or email through a letter of award.

- 38.3.2. In case the tendering process / public procurement process has not been completed within the stipulated period, SAI may request the Bidders to extend the validity period of the Bid.

- 38.3.3. The letter of award will constitute the formation of the contract, subject to execution of the formal Service Agreement and submission of the Performance Security in accordance with this RFP.

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

38.4. **Performance Guarantee:**

- a. SAI will require the selected Bidder to provide at its own cost and an unconditional, irrevocable and continuing Performance Bank Guarantee/Performance security for a value equivalent to 3% of the grand total discovered in the commercial evaluation.

- b. However, for additional resources the Successful bidder/PMU shall be required to submit an additional PBG against every such work order (PBG-3% value of work order) issued by SAI to Successful bidder/PMU which must be submitted as per the timelines, rules and regulations mentioned in the RFP or as may be specified in the work order.
- c. The performance guarantee to be submitted by the selected Bidder within fourteen (14) days of receipt of letter of award or within such extended period as maybe permitted by SAI.
- d. The Performance Security shall remain valid for 60 days beyond all contractual obligations, including defect liability periods and pending claims. SAI may invoke it in case of default, breach, or non-compliance, and the agency must revalidate and replenish it within seven (7) days, failing which SAI may recover the amount from pending dues. SAI may also seek periodic revalidation based on contractual needs. The security shall be an unconditional and irrevocable bank guarantee or another approved format, with all costs borne by the agency. No interest shall be payable, and in case of contract termination due to the agency's default, the security shall be forfeited in full."
- e. In case the selected Bidder fails to submit performance guarantee within the time stipulated, SAI at its discretion may cancel the order placed on the selected Bidder and may also invoke the performance securities (submitted earlier or EMD as the case may be) without giving any notice.
- f. SAI shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or SAI incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
- g. The performance guarantee/security is to be submitted as per format indicated in Annexure XII (Format for Performance Bank Guarantee) of this RFP

38.5. Contract Signing

- 38.5.1. Within 7 days of receipt of the notification of award, the successful Bidder shall communicate its acceptance to the said letter.
- 38.5.2. Within 30 days of the notification of award, the successful Bidder shall execute the contract with SAI.
- 38.5.3. If the successful Bidder fails to execute the agreement (or such other extended timelines as agreed by the SAI in its sole discretion), the SAI shall have the right to forfeit the EMD of successful Bidder and award the work to the next successful Bidder.
- 38.5.4. The successful Bidder is expected to commence its service as per the work orders issued and timelines specified therein.

ANNEXURE 'I' | TERMS OF REFERENCE (TOR)

1. Introduction

The Sports Authority of India (SAI) is the apex national body responsible for implementing the Government's sports policies and driving India's journey towards sporting excellence. Its key functions include:

1. Implementation of the KITD Scheme across States/UTs, institutions, and universities to strengthen grassroots sports and promote mass participation.
2. Development and management of sports infrastructure, including planning, construction, modernization, and monitoring through geo-tagging and digital tools.
3. High-performance training and athlete development through National Centres of Excellence (NCOEs), sports science support, TOPS, TAGG, TEAMS divisions in partnership with National Sports Federations.
4. Talent identification and promotion under schemes like NSTC, STC, and Special Area Games to nurture young athletes from diverse regions.
5. Human resource and capacity building through premier institutions such as NSNIS Patiala and LNCPE Thiruvananthapuram, focusing on coach education, sports science, and research.
6. Public-Private Partnerships, special initiatives, national-level conferences, etc.
7. Inclusivity and regional development, promoting women's participation, indigenous games, and sports outreach in rural and tribal areas.
8. Governance, coordination, and financial assistance by acting as a nodal agency between MYAS, States, and sports bodies, supporting athletes and federations through funding, monitoring, and welfare programs.
9. Any other role of SAI, MYAS which may evolve during the period of the contract.

2. Khelo India Talent Identification and Development

The Talent Identification and Development (TID) component under this scheme is a cornerstone of India's 2036 Olympic medal roadmap and the vision of Khelo Bharat Niti. It aims to build a cohesive, standardized, and scientifically driven, technology enabled system for spotting and nurturing high-potential athletes from across the country. By leveraging harmonized protocols, coordinated implementation, and advanced sports science and digital platforms, the initiative ensures that talent is identified early and channelled into structured training programs. This approach creates a seamless pipeline from grassroots to elite performance.

3. Scope of Work/Key Personnel

To carry out the tasks related to planning of events under SAI, included but not limited to the KITD. The Project Lead, Lead Research and Athlete Relationship Manager shall assist SAI with the following:

#	Key Personnel	No. of resources	Minimum Experience & Qualification	Brief Responsibilities and Skills Required
1.	Project Lead	01	• Essential Qualification • Master's Degree (2 years or 1 year) from any recognized university in a relevant subject (Sports Management) OR technical qualifications like B. Tech or MBA or equivalent in the relevant field, with a minimum of 10 years of experience in the relevant field as per the job description.	• Overall coordination of the project • Stakeholder management • Ensuring the deliverables are completed in a timely manner • Team management • Performing Any other task assigned by a competent authority or reporting officer.

#	Key Personnel	No. of resources	Minimum Experience & Qualification	Brief Responsibilities and Skills Required
2.	Lead Research	10	• Essential Qualification • Master's Degree (2 years or 1 year) from any recognized university in a relevant subject (Sports Management) OR technical qualifications like B. Tech or MBA or equivalent in the relevant field, with a minimum of 2 years of experience in the relevant field as per the job description. • Bachelor's Degree with a minimum of 4 years of experience in the relevant field as per the job description. • Desired Qualification & Experience • Post Graduate Diploma: 1 Year Post Graduate Diploma specializing in Sports Management, Sport Science, Performance Analysis, or Statistics, or an equivalent degree from a recognized university. • Data Science: Experience in data science methods such as inferential statistics, Regression Analysis, and classification. • Software Skills: Knowledge of software like MS Office, Excel, PowerPoint, and research/data visualization tools such as Tableau. • Sports Knowledge: Understanding of results and competition formats in Olympic sports. • Participation: Preference is given to candidates who have participated at the national and international level in Olympic Sports Disciplines. • Research: Preference is given to applicants with research experience, published research papers, and post-qualification experience in the relevant field.	• Undertaking studies of Indian and International training facilities, which would entail a detailed analysis of playing and training facilities, standard of coaches, sports science facilities, and level of competition (e.g., sparring partners for combat sports/training partners). • Performing a Gap analysis of Indian training facilities vis-à-vis international standards. • Creating individual athlete profiles for development monitoring. • Draft and revise sport-specific protocols and KIA/NCOE induction or weed-out criteria. • Track and analyze performance of athletes (KIAs and NCOEs). • Maintain athlete data and performance benchmarks in the NSRS portal. • Organising assessment camps, data management of new and old athletes. • Support potential talent identification and new initiatives under SAI and Khelo India. • Performing Any other task assigned by a competent authority or reporting officer.

#	Key Personnel	No. of resources	Minimum Experience & Qualification	Brief Responsibilities and Skills Required
3.	Athlete Relationship Manager (ARM)	18	• Essential Qualification & Experience • Master's Degree (2-year or 1-year) from any recognized university in the relevant subject (Sports Management) OR technical qualifications like B. Tech or MBA or equivalent in the relevant field, with a minimum of 1 year of experience in a relevant field like relationship manager, sports management, operations, or events. • Bachelor's Degree with a minimum of 3 years of experience in a relevant field like relationship manager, sports management, operations, or events. (This experience is counted only if acquired after completing the essential qualification). • Desired Qualification & Experience • Post Graduate Diploma (2 Years) specializing in Sports Management from a recognized university. • Experience in any Government, Semi Govt., Autonomous, PSU, or Private Sector is considerable. • Strong written and verbal communication skills. • Understanding of results and competition formats in Olympic sports. • Preference for candidates who have participated at the national and international level in Olympic Sports Disciplines.	• Interaction & Relationship: Maintain regular interaction with athletes, coaches, support staff, and parents. Develop a mutual relationship of trust and professionalism with the athletes and relevant stakeholders. • Support & Liaison: Act as a one-stop service point for the athletes assigned to him/her. • Issue Management: Understand and convey athlete requirements and pain points (if any) to the research team for analysis and prompt resolution. • Proposal Processing: Ensure the processing of the athlete's proposal in SAI from start to end. • Field Awareness: Be aware of training conditions and other relevant on-ground information related to the athlete at all times. • Data Management: Upload and maintain athlete details on NSRS and any other digital database/portal as applicable from time to time. • Conduct monthly athlete meetings and grievance redressal. • Support potential talent identification and new initiatives under SAI and Khelo India. • Serve as athlete focal points for transfers, AVTs, and communication of key updates. • Coordinate with SAI call center for enhanced athlete support for regular issues such as OPA, transfers, etc. • Other Duties: Perform Any other task assigned by a competent authority or reporting officer.
Total		29		

Remarks:

- The experience shall be counted post minimum educational qualification.

Note:

- All resources are required to be available onsite during deployment period and are to be

exclusively assigned/deployed for the project.

- All resources deployed during contract duration will be approved by SAI through interview. In case of replacement, the resources should be equally or more qualified and experience than the resource being replaced.
- Core team members shall be available with the Bidder prior to submission of this Bid. Core team is consisting of the key personnel whose CV(s) are being considered for marking in the evaluation criteria as specified in Annexure III.2.B.
- The SAI can increase or decrease the contract quantity or Contract Duration up to 15 percent at the time of issue of the contract based on the man-month rates as per the NOA/Contract Agreement. However, once the contract is issued, Contract quantity or contract duration can only be increased up to 15 percent. Bidders are bound to accept the revised quantity or duration.
- While considering MBA/PG for educational qualification, any executive/distant/regular degree may be considered subject to the course duration being a minimum of 12 months.
- The service provider shall ensure that Key resources from Core Team (core team shall mean position at s.no. 1 and 2) shall remain for the contract duration unless:
 - Unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
 - With SAI's prior written consent.
 - In case of resignation of any resource, the service provider shall immediately inform SAI and will provide a suitable replacement on immediate basis.
 - The service provider must ensure at least 4 weeks overlap period for knowledge transfer in such replacements.

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)
II. Pre-Qualification Documents: Criteria as Mentioned in Clause 1 of Annexure III.		
1.	Bid Security	Required Documents for EMD and Bid security as per clause 11 of RFP. In case of exemption, supporting document along with Bid Security declarations at Annexure - XIV
2.	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per Annexure IV .
3.	Legal Entity	Copy of Certificate of incorporation along with Permanent Account Number (PAN) and GST Certificate.
4.	Bidder Credentials	Annexure VII along with Work Order + Completion Certificate / payment proof from client / certification from a Chartered Accountant certifying receipt of payment of the claimed project value.
5.	Annual Turnover	Copy of CA Certificate as per the format at Annexure - VIII
6.	Net Worth	
7.	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.
8.	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 Annexure - XX .
9.	Declaration for non-blacklisting	Declaration of non-blacklisting as per Annexure-XV .
10.	Declaration As per GFR Clause 144 (xi)	DECLARATION As per format at Annexure-XVI.
11.	Integrity Pact	2 Original each on Rs 100 Stamp paper duly signed and notarized as per format at Annexure - XVIII should be submitted in Original to the following address: Khelo India, Secretariat-2, Stair Entry No. 4, KITD, Sports Authority of India, JLN Sports Complex, Gate No. 10, Lodhi Road, New Delhi – 110003 NOTE: The Bid submitted without Integrity Pact (as part of technical bid as well as in hard copy) shall be summarily rejected.
12.	Declaration for Local content	Certificate regarding local content in line with DPIITs Guideline for Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments. DECLARATION As per format at Annexure - XIX

Sl. No.	Criteria	Document to be submitted online
III. Evaluation Criteria Documents: Criteria as Mentioned in Clause 2 of Annexure III		
1.	Experience	Annexure VII along with Work Order + Completion Certificate/ payment proof from client /certification from a Chartered Accountant certifying receipt of payment of the claimed project value.
2.	Team	CVs as per format at Annexure IX , along with declaration regarding availability from the part of the resource Also upload the deployment plan as per Annexure – XVII .
3.	Technical Presentation	Copy of Technical presentation should be submitted along with the proposal in pdf format. SAI reserves the right to call the Bidder(s) to formally present the same through online medium or in person
4.	Annual Turn Over	Certificate by Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per Annexure VIII .
IV. Financial Bid		
1.	Financial Bid	As per format at Annexure XI , Price Bid Format. To be uploaded only in the Price Bid Section of GeM Portal. The value entered in the Price Bid Cell and total value derived from the format should match.

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/EMD	The Bidder shall submit the Bid security for an amount is Rs. 42,00,000.00 as per clause 11 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 07 years on the date of submission of Bid Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status,
4	Turnover	The Bidder should have an average annual turnover of at least INR 24.00 Cr over last three financial years ending March 2025.
5	Bidder's Credential	The Bidder must have successfully completed at least five 5 *Similar Consulting Assignments / Scope of work during the last (07) seven years on the date of submission of the Bid. All the five assignments should have been executed for with Central or State Government Departments/ Autonomous Bodies/PSUs. (Further, only those projects having a contract value of INR 1 Crore or above shall be considered for evaluation of the Bidder's credentials. Any project with a contract value less than INR 1 Crore shall not be taken into account for the purpose of meeting the eligibility criteria). Note: *Similar Consulting Assignments mean Project Management Consultancy services involving deployment of resources or consultancy project for providing highly skilled manpower. - Document to be submitted: Annexure VII along with Work Order + Completion Certificates/ payment proof of client / certification from a Chartered Accountant certifying receipt of payment of the claimed project value.
6	Net Worth	The Net Worth of Bidder firm should not be negative as on 31 st March 2025 and should not have eroded by more than 30% in the last 3 Year.
7	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.
8	FIT and Proper Person	Bidder should be Fit and Proper person as per the criteria defined in this RFP document as per Annexure XX .
9	Declaration for non-blacklisting	Declaration of non-blacklisting as per Annexure-XV
10	DECLARATION As per GFR Clause 144 (xi)	DECLARATION As per format at Annexure-XVI .
11	Integrity Pact	2 Original each on Rs 100 Stamp paper duly signed and notarized as per format at Annexure XVIII should be submitted in Original to the following address:

		Khelo India, Secretariat-2, Stair Entry No. 4, KITD, Sports Authority of India, JLN Sports Complex, Gate No. 10, Lodhi Road, New Delhi – 110003 NOTE: The Bid submitted without Integrity Pact (as part of technical bid as well as in hard copy) shall be summarily rejected.
12	Declaration for Local content	DECLARATION As per format at Annexure-XIX

Note:

MSE under relevant category and registered startups under relevant category will be given exemption in eligibility criteria for as Mentioned at S. No. 1, 3 and 4 (EMD, Prior Experience and Turnover only). Relevant documents to be submitted along with the Bid for claiming exemption in the eligibility criteria.

2. EVALUATION CRITERIA

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

Technical Evaluation Criteria		
Sl. No.	Criteria	Max Marks
A. Relevant experience of the Bidder		45 Marks
A1	Existence of the Firm (As on Bid Submission on date): - More than 7 years and less than or equal to 10 years: 5 marks - More than 10 years and less than or equal to 12 years: 8 marks - More than 12 years: 10 marks. Note: A company incorporated in India under the Companies Act, 1956 or 2013 and subsequent amendments thereto, Partnership Firms (LLP Act, 2008 or Partnership Act, 1932) or Proprietary Firms. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status	10
A2	Turnover Average annual turnover with in the last three Financial Years (FY 2022-23, FY 2023-24, FY 2024-25). - More than or Equal to 24 Crore and less than or equal to 30 Crore: 5 marks - More than 30 Crore and less than or equal to 36 Crore: 08 marks - More than 36 Crore: 10 marks Note: Certificate by Statutory Auditor/ Chartered Accountant stating turnover in required financial year as per Annexure VIII	10
A3	Relevant Experience The Agency should have successfully executed *Similar Consulting Assignments / Scope of work for Central or State Government Departments / Autonomous Bodies / PSUs during the last seven (7) years ending on the Bid submission date. The experience shall be evaluated as follows: 1 Project – 04 Marks 2 Projects – 08 Marks 3 or more Projects – 10 Marks (The Project less than INR 1 Crore of contract value shall be excluded from Bid evaluation criteria) Note: *Similar Consulting Assignments mean Project Management Consultancy services involving deployment of resources or consultancy project for providing highly skilled manpower. Projects where the Bidder was the lead or sole member of the contract will only be considered. Only Completed and/or substantially completed (at least 80% payments received) assignment shall be considered. A single contract/extension to a contract will be considered as one project experience only. Documents for evaluation: Annexure VII along with Work Order + Completion Certificate/ payment proof from client /certification	10

	from a Chartered Accountant certifying receipt of payment of the claimed project value.	
A4	Deployment of Manpower The Agency should have successfully executed *Similar Consulting Assignments / Scope of work for Central or State Government Departments / Autonomous Bodies / PSUs during the last seven (7) years ending on the Bid submission date. • 01 Project with deployment of more than 10 manpower – 05 Marks • 02 Project with deployment of more than 15 manpower in each Project/work order – 10 Marks • 03 or more Projects with deployment of more than 25 manpower in each Project/work order– 15 Marks. Note: • *Similar Consulting Assignments mean Project Management Consultancy services involving deployment of resources or consultancy project for providing highly skilled manpower. • Projects where the Bidder was the lead or sole member of the contract will only be considered. • Only Completed and/or substantially completed (at least 80% payments received) assignment shall be considered. • A single contract/extension to a contract will be considered as one project experience only. • Documents for evaluation: Annexure VII along with Work Order + Completion Certificate/ payment proof from client /certification from a Chartered Accountant certifying receipt of payment of the claimed project value.	15
B	Quality of Proposed Team (SAI shall assess the proposals based on the qualifications and experience, if required, personal interaction with the proposed team members may be carried out)	25 Marks
B1	Project Lead The proposed team member should be having a Master's Degree (2 years or 1 year) from any recognized university in a relevant subject (Sports Management) OR technical qualifications like B. Tech or MBA or equivalent in the relevant field, with a minimum of 5 years of experience in the relevant field as per the job description. • Meeting the criteria – 03 Marks • At least 2 years of experience in public sector Sports Domain -02 Marks Note: Experience should be as per Clause 3 i.e. Key Personnel of Annexure I (Terms of Reference) for Projects of Similar in nature	05
B2	Lead Research x 05 (Nos) (05 CVs to be submitted for Evaluation) The proposed team member should be having a Master's Degree (2 years or 1 year) from any recognized university in a relevant subject (Sports Management) OR technical qualifications like B. Tech or MBA or equivalent in the relevant field, with a minimum of 2 years of experiences in the relevant field as per the job description or Bachelor's Degree with a minimum of 4 years of experience in the relevant field as per the job description • Meeting the criteria – 02 Marks • At least 2 years of experience in public sector Sports Domain -02 Marks Note: Experience should be as per Clause 3 i.e. Key Personnel of Annexure I (Terms of Reference) for Projects of Similar in nature	20 (05 x 4 marks per Lead Research)

C	Approach, Methodology, Technology, Work Plan and Campaigning through Presentation	30 Marks
C1	• Technical Approach, Methodology including Presentation • Work plan based on Terms of Reference • Quality of the proposed team, as Assessed During interaction with SAI Firm should ensure that the technical presentation must be submitted along with the technical bid. SAI at its sole discretion may award the marks upon calling for a Physical/Virtual Presentation or may award the said marks upon evaluating the presentation submitted as part of the Technical bid.	30
Total		100

Note:

1. Documentation required against each criterion is detailed in [Annexure II](#).
2. The experience shall be counted after fulfilling the criteria of minimum qualification.

ANNEXURE 'IV' | BID SUBMISSION FORM

To,
Sports Authority of India.

Sub: *Engagement of Sports Management Agency for KITD*

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 Engagement of Sports Management Agency for KITD 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 90 (ninety) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the afore SAI 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 (45) days after the period of Bid validity of ninety (90) days i.e., for hundred and thirty-five (135) days (90 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 Service 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, 2026.

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 1,2,3.... 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)	Net-Worth (INR)
1.	2022-23		
2.	2023-24		
3.	2024-25		

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).

Further, The Net worth of Bidder firm is as on 31st March 2025 and the same has not been eroded by more than 30% in the last 3 years ending on 31st March 2025.

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**

S. No	Name of Organisation	Position Held	Period From (MM/YYYY)	Period To (MM/YYYY)

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/ Authorised Signatory
Signing the Bid**

ANNEXURE 'X' | INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

ANNEXURE 'XI' | PRICE BID FORMAT

Name of Work: Bid for Selection of Sports Management Agency for KITD

S.no	Resource	Number	Man Month Rate (Exclusive of Taxes)	Tax %	Tax Amount	Man Month Rate (Inclusive of Taxes)	Man Month Rate for 12 Month (Inclusive of Taxes)	Provision for a 7% year-on-year increase based on performance, as per the relevant clause of the RFP.			
								Year 2 (In Rs)	Year 3 (In Rs)	Year 4 (In Rs)	Year 5 (In Rs)
1	Project Lead	1			0	0	0	0	0	0	0
2	Lead Research (LR)	10			0	0	0	0	0	0	0
3	Athlete Relationship Manager (ARM)	18			0	0	0	0	0	0	0
Total							0	0	0	0	0
Total Cost (For 5 Years) Inclusive all Taxes											0
Grand Total in Words (To be filled by the bidders)											

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. Submission of Price bid as a part of technical bid shall result in rejection of the bid.
4. The contract shall initially be awarded for 3 years.

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: _____

ANNEXURE XIV | - Bid Securing Declaration

(To be submitted by bidder seeking EMD exemptions)

Bidder's Reference No. _____

Date.....

To
SECRETARY
Sports Authority of India
Jawaharlal Nehru Stadium
(Gate No. 10), Lodhi Road
New Delhi-11003

Ref: Tender Document No..... for

Sir/ Madam,

We, the undersigned, solemnly declare that: We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in case the bidder is seeking EMD exemption.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- a) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- b) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - i. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - ii. Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- i. receipt by us of your notification
 - (a) of cancellation of the entire tender process or rejection of all bids or
 - (b) of the name of the successful bidder or
- ii. forty-five days after the expiration of bid validity any extension to it.

(Signature with date)

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place.....[insert place of signing]

DA:.....

ANNEXURE 'XV' | - Format for Undertaking towards not being Blacklisted

I,_____ Authorized Signatory of M/s_____ hereby give undertaking that we, as a company are not black-listed by any Government Department/Regulatory body/CPSU/ PSU Banks/Autonomous Bodies/Statutory Bodies/ or any entity controlled by them under any Central/ State Govt/ PSU act/ rule or by National/ International financial institutions/ IOA or its affiliates/NSF or its affiliates.

Further, if information furnished above stands false at any stage, we shall be completely liable for actions taken by SAI as per terms & conditions of the tender including disqualification and exclusion from future contracts/assignments.

(Signature of Authorized Signatory) Name:

Designation: Seal:

ANNEXURE XVI | - Format for Self-Declaration regarding Restriction under Rule 144 (XI) of GFR 2017 (Land Border Sharing) (to be printed in letter head)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, _____ (full names), do hereby declare, in my capacity as _____ of M/s _____ (name of bidder entity), that:

1) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 office memorandum (OM) No. F.18/37/2020-PPD Dt:08.02.2021, OM NO. F.12/1/2021-PPD (Pt) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021 and OM No.F.7/10/2021-PPD dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.

2) I certify that M/s _____ (name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

3) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s _____ (name of bidder entity) is found to be false, this would be a ground for debarment and further legal action in accordance with law as per Clause 18 of Procurement Policy Division OM No.F.7/10/2021-PPD dated 23.02.2023.

AUTHORISED SIGNATURE: DATE: _____

Seal / Stamp of Bidder

ANNEXURE 'XVII' | DEPLOYMENT PLAN

The bidders are required to submit the deployment plan in below format:

Sl. No.	Name	Designation of the resource as per RFP
1		Project Lead
2		Lead Research – 1
3		Lead Research – 2
4		Lead Research – 3
5		Lead Research – 4
6		Lead Research – 5

ANNEXURE 'XVIII' | - Integrity Pact

(Format of Integrity Pact) PRE-CONTRACT INTEGRITY PACT

This pre-bid /pre-contract Agreement (hereinafter called Integrity Pact) is made onday of the month of 20.. between, on one hand, Sports Authority of India, hereinafter referred to as "The Buyer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part.

And

M/s....., a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office atrepresented by Shri....., hereinafter referred to as "The Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the Buyer proposes to procure (Name of the work/ goods/ services) and the Bidder/Seller is willing to offer against NIT No....., aforesaid proposal of the buyer.

WHEREAS the Bidder is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Buyer is an autonomous body under Ministry of Youth Affairs and Sports.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the Buyer to obtain the desired said (goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

1.0 Commitments of the buyer

- 1.1 The Buyer undertakes that no official of the buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all the Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3 All the officials of the buyer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the buyer with full and verifiable facts and the same is prima facie found to be correct by the buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the buyer the proceedings under the contract would not be stalled.

3.0 Commitments of the Bidder(s)

The Bidder(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The Bidder(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.
- 3.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 The Bidder(s) shall disclose the name and address of agents and representatives, and Indian Bidder(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the buyer as part of the business relationship, regarding

plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The Bidder(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the buyer has financial interest/stake in the Bidder(s) firm, the same shall be disclosed by the Bidder at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The Bidder(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.

4.0 Previous Transgression

- 4.1 The Bidder(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2 The bidder agrees that if I make incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5.0 Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the bidder shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the Buyer through any of the following instruments:
 - i. Bank Draft or Pay Order in Favour of.....
 - ii. A confirmed guarantee by an Indian Nationalized bank, promising payment of guarantee sum to the buyer on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the buyer shall be treated as conclusive proof of payment
 - iii. Any other mode or through any other instrument (to be specified in the RFP)
- 5.2 The Earnest Money/Security Deposit 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 ninety (90) days from the date of opening of the Technical Bid i.e. up to 135 days (90 + 45 Days).
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6.0 Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf shall entitle the buyer to take all or any one of the following actions, wherever required:
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
 - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the buyer and the buyer shall not be required to assign any reason thereof.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii. To debar the Bidder from participating in future bidding processes of the Govt. of India for a minimum period of two years, which may be further extended at the discretion of the Buyer.
 - viii. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the buyer with the Bidder, the same shall not be opened/operated.
 - x. Forfeiture of Performance Security in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The buyer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the buyer to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 Fall Clause:

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect to any Central Government/State Government/Autonomous Body/PSUs/ IOA or its affiliates/NSF or its affiliates and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any Central Government/State Government/Autonomous Body/PSUs/ IOA or its affiliates/NSF or its affiliates at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8.0 Independent Monitors:

- 8.1 The Buyer has appointed Independent Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission:
- i. Sh. Janak Digal,
Plot No. 1B/2, Sector-I1, CDA,
Markat Nagar, Cuttack,
Odisha - 753015
M. No. 09971116084
Email: janakdigal85@gmail.com
 - ii. Sh. P Mallikharjuna Rao, IFOS(Retd)
72, Prashasan Nagar,
Jubileehills, Hyderabad
M. No – 9440576170
Email: pmkrao72@gmail.com
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the authority designated by the Buyer.
- 8.6 The Bidder(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Buyer including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality.
- 8.7 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated authority of the Buyer/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the Buyer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

9.0 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Buyer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10.0 Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer.

11.0 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12.0 Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

13.0 The Parties hereby sign this Integrity Pact as part of the contract at _____ on _____

(Buyer)

(Bidder)

(Office Seal)

(Office Seal)

Place :..... Date:.....

Place :..... Date:.....

Witness 1:

Witness 1:

(Name & Address)

(Name & Address)

ANNEXURE 'XIX' | - Format for Make in India (MII) declaration

Self-Certification under preference to Make in India order Certificate

1 . In line with Government Public Procurement Order No. P-45021/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s_____ are local suppliers and the offered item having local content of _____% (excluding Net Domestic Indirect Taxes, Transportation, Insurance, Installation, Commissioning, Training and after sales service support like AMC/CMC etc.) as defined in above orders for the material against Tender/Bid No._____ Dated _____

2. Details of location at which local value addition will be made as follows:

3. We also understand, false declaration will be breach of the code of integrity under the rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as maybe permissible under law.

Thanking You

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

ANNEXURE 'XX' | - Format for Conditions for Fit and Proper Person (to be printed in letter head)

Self-Certification under conditions for FIT and Proper Person

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

- a. Financial integrity of the Bidder.
- b. Ability of the Bidder to undertake all obligations set out under this RFP.
- c. Absence of convictions or civil liabilities against the Bidder.
- d. Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment still exists.
- e. Absence of any disqualification as specified below:
 - Conviction of the Bidder or any of its respective directors, partners, executives, or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud or any offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code, or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
 - Admission of an application for winding up or liquidation under the Insolvency and Bankruptcy Code, 2016 (IBC) or any Applicable Laws against the Bidder or any of its or their respective directors and partners.
 - Any action or proceeding being initiated under the Insolvency and Bankruptcy Laws under the Applicable Law, including but not limited to declaration of Insolvency or Bankruptcy, disqualification or de-recognition by any professional body being initiated against the Bidder.
 - Current or previous banning of the Bidder or its respective directors, partners, executives, or key managerial personnel by the governing body of any sport from involvement in the administration of or any form of participation in such sport, for any reason.
 - Default by The Bidder or any of its or their respective directors, partners, executives, or key managerial personnel of any of its obligations to a financial institution or has defaulted on any of its obligations to a financial institution in the last 3 (three) financial years.
 - The Bidder should not have been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of submission of bids.