

SPORTS AUTHORITY OF INDIA

Website: <http://sportsauthorityofindia.nic.in/>

<http://eprocure.gov.in/eprocure/app>

E-BIDDING DOCUMENT
FOR
ENGAGEMENT OF SOCIAL MEDIA MANAGEMENT AGENCY

Bid Reference No. 128/SAI/MEDIA/2019-20

INDEX

<u>Section</u>	<u>Topic</u>	<u>Page No.</u>
PART-1 BIDDING PROCEDURE		
Section I	– Invitation for Bid (IFB) -----	5
Section II	– Instructions to Bidders (ITB) -----	8
Section III	– (A) Qualification Criteria	27
	– (B) Evaluation Criteria	28
Section IV	Bidding Forms:	
	- (A) Bid Submission Form-----	32
	- (B) Form of Power of Attorney-----	34
	- (C) Price Schedules -----	35
	- (D) Bank Guarantee Form for Bid Security-----	36
	- (E) National Electronic Fund Transfer (NEFT) Form-----	37
	- (F) Letter of Authorisation from bidder-----	39
	- (G) Disclosure of conflict of interest-----	40
	- (H) Disclosure of Code of Integrity -----	41
	- (I) Affidavit/undertaking-----	42
PART-2 WORK REQUIREMENTS		
Section V	– Scope of work -----	43
PART-3 –CONTRACT		
Section VI	– General Conditions of Contract (GCC) -----	49
Section VII	– Contract Forms	
	(A) Contract Agreement -----	58
	(B) Bank Guarantee Form for Performance Security-----	60
	(C) Check List-----	61

PART-1
BIDDING PROCEDURE

DISCLAIMER

This RFP is being issued by Sports Authority of India (SAI) for **Engagement of Social Media Management Agency** on such terms and conditions and technical specifications as set out in this RFP document.

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

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

SECTION I

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

Bid Reference No. **128/SAI/MEDIA/2019-20**

1. Sports Authority of India (SAI), for and on behalf of the Director General, Sports Authority of India, invites online bids (**manual bids shall not be accepted**) in single stage on two bid system for Engagement of Social Network Management Agency given below:

Brief Description of work	Amount of Bid Security (INR)
Sports Authority of India (SAI) desires to engage a credible professional agency as a “Social Media Management Agency” to facilitate its utilization of various social media platforms for creating awareness and promote SAI, and to disseminate information about the schemes, programmes and activities of Sports Authority of India and Khelo India. The proposal/bids are invited from credible professional agencies/firms, for this purpose. The scope of work to be taken by the agency has been broadly spelt out in Section V.	3,00,000/- (Three Lakhs Only)

Scanned copy of Bid Security is to be uploaded online and Hard copy of the same must be sent to the following address on or before Bid Submission Date & Time as mentioned in Critical Date Sheet:

**Room No.: 212C, 2nd Floor, SAI Head Office,
JLN Stadium Complex, Gate No. 10, Lodhi Road,
New Delhi – 110003.**

SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS

Date of publish of RFP on e-procurement portal of CPP	9 th August, 2019
Start date of downloading of document	10 th August, 2019
Date and time of pre bid conference	16 th August, 2019, 11:30 AM 1 st Floor, Conference Hall, SAI Head Office, Entry Gate No. 10, JLN Stadium Complex, Lodhi Road, New Delhi 110003
Last date for submission of queries/clarifications before pre-bid conference (in email only) **	14 th August, 2019 by 5:00 PM headofcommunicationsai@gmail.com
Bid submission start date	19 th August, 2019
Last Date and Time of uploading/submission of Bids	26 th August, 2019 by 11:00 AM
Bid Validity Period	90 days
Opening of Techno-Commercial Bid (Bid 1)	27 th August, 2019
Opening of Price Bid (Bid 2)	To be informed separately

** Queries / Clarifications will be responded online only

2. Bidder may also download the Bidding Documents from the web site- <http://sportsauthorityofindia.nic.in/> & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app>. Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.
3. Bids shall be submitted online at CPPP website: <http://eprocure.gov.in/eprocure/app> and hardcopy of bid security must be sent to the abovementioned address. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
4. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <http://eprocure.gov.in/eprocure/app> and SAI website <http://sportsauthorityofindia.nic.in/> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, the same is found to be tempered/ modified in any manner, tender will out-rightly be rejected.

5. Intending bidders are advised to visit again CPP Portal website www.eprocure.gov.in and SAI website <http://sportsauthorityofindia.nic.in/> before submission of tender for any corrigendum / addendum/ amendment.

Secretary, SAI

For and on behalf of Director General, SAI

SECTION II - A
INSTRUCTIONS TO BIDDERS (ITB)
CONTENTS

Sl. No.	Topic	Page No.
	(a) PREAMBLE	
1	Definitions and Abbreviations	10
2	Introduction	11
3	Language of Bid	11
4	Tendering Expenses	11
5	Local conditions	11
	(b) Pre-bid meeting	
6	Procedure of pre-bid meeting	11
	(c) BIDDING DOCUMENTS	
7	Contents of Bidding Documents	12
8	Amendments to Bidding Documents	13
9	Modification/Withdrawal of Bids	13
10	Clarification of Bidding Documents	13
11	Bid Format	13
	(d) PREPARATION OF BIDS	
12	Documents Comprising the Bid	14
13	Technical Bids	15
14	Financial Bid	15
15	Firm Price	16
16	Alternative Bids	16
17	Documents Established Bidder's Eligibility and Qualification	16
18	Bid Document Security/Earnest Money Deposit	16
19	Bid Validity	17
20	Signing of Bid	17
	(e) SUBMISSION OF BIDS	
21	Instructions for on line submission of bid	18
	(f) BID OPENING	
22	Opening of Bids	18
	(g) SCRUTINY AND EVALUATION OF BIDS	
23	Basic Principle	19
24	Scrutiny of Tender	19
25	Minor infirmity/irregularity/Non-conformity	20
26	Discrepancies in Prices	20
27	Qualification Criteria	20
28	Comparison of Bids and Award Criteria	20

29	Contacting the SAI	21
	(h) AWARD OF CONTRACT	
30	The SAI's right to accept any tender and to reject any or all tenders	21
31	Notification of Award	21
32	Issue of Contract	21
33	Variation of quantities at the time of award	22
34	Annulment of Award	22
35	Termination of Contract	22
36	Disqualification	22
37	Non-receipt of Performance Security and Contract by the SAI	22
38	Corrupt and fraudulent practices	22
39	Conflict of interest among bidder/agents	23
	Section- II-B	
	Instructions for online Bid Submission	24

SECTION – II (A)
INSTRUCTIONS TO BIDDERS (ITB)
(a) PREAMBLE

1. Definitions and Abbreviations

- i) The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
- ii) Definitions:
- a. “SAI” means the organisation procuring services as incorporated in the Tender Enquiry documents i.e, “E-Bidding Document for Engagement of Social Network Management Agency”
 - b. “Tender” means bids/quotations/Tender received from a Firm/ Bidder.
 - c. “Bidder” means bidder/the individual/company or firm submitting bids/Quotations/Tender.
 - d. “Contractor/Service provider” means the individuals/company or the firm providing services as incorporated in the contract.
 - e. “Services” means the services as incorporated in the scope of work.
 - f. “Earnest Money Deposit” (EMD) means Bid Security/monetary or financial guarantee to be furnished by a bidder along with its tender.
 - g. “Contract” means the written agreement entered into between the SAI and Service provider, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
 - h. “Performance Security” means monetary or financial guarantee to be furnished by the bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
 - i. “Specification” means the document/standard that prescribes the requirement with which service has to conform.
 - j. “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of service and comparing the same with the specified requirement to determine conformity.
 - k. “Day” means calendar day.
- iii) Abbreviation:-
- a. “TE Document” means Tender Enquiry Document
 - b. “NIT” means Notice Inviting Tenders
 - c. “ITB” means Instruction to Tenders
 - d. “GCC” means General Conditions of Contract

- e. "BG" means Bank Guarantee

2. Introduction

- i) This bid document is for procurement of services as mentioned in **Section –V** "Scope of Work".
- ii) This Section (**Section II**) provides relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by SAI for receipt and opening of bids as well as scrutiny and evaluation of bids and subsequent placement of contract.
- iii) Before formulating the bid and submitting the same to the SAI, the bidder should read and examine all the terms and conditions, instructions, specifications etc. contained in the bid document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this bid document, may result in rejection of the bid.

3. Language of Bid

The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid, exchanged between the bidder and the SAI, shall be written in English or Hindi 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 or Hindi translation and, for purpose of interpretation of the bid, the English translation shall prevail.

4. Tendering Expenses

The Bidders shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The SAI will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

5. Local Conditions

It is imperative that each bidder fully acquaints himself with all the local conditions and factors, which would have any effect on the performance/completion of the contract in all respect. Bidders would themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time in India. On such matters, the client shall not entertain any request from the bidders.

(b) PRE BID MEETING

6.1 A Pre-Bid conference will be held with the prospective Bidders for the purpose of holding technical & commercial discussions and providing clarifications by the client. In the Pre-Bid Conference, clarifications pertaining to technical, commercial and other issues regarding the items stipulated in the RFP may be required by the prospective bidders will be provided. The prospective bidders should on their own cost, attend the said conference on the date and venue.

- 6.2** Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference. Any verbal suggestion/ proposal of variations/ deviations/ additions in the RFP document made during the Pre Bid Conference should also be given in writing to SAI latest by 24 hours on next working day of the pre bid conference.
- 6.3** SAI may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Bid Conference. However, the decision of the SAI in this regard will be final.
- 6.4** After incorporation the amendments acceptable to SAI , the RFP Document shall be frozen as per the details provided in RFP, through issuance of an Addendum (s) which can be downloaded from the e-procurement portal and website of SAI. The Bidder shall submit its Bid along with Bid documents including Addendum if any issued duly signed and stamped.
- 6.5** Non-attendance at the Pre- Bid Conference will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance at the Pre-Bid Conference.
- 6.6** No further suggestions for deviations/variations/ additions will be entertained after the Pre-Bid Conference.

(c) BIDDING DOCUMENTS

7. Content of Bidding Documents

In addition to Section I – “Invitation for Bid” (IFB), the Bid Document includes several Sections up to Section VII. These Sections are:

Section II (A)	Instructions to Bidders (ITB)
Section II (B)	Instructions for Online Submission of Bids.
Section III	Qualification Criteria& Evaluation Criteria
Section IV	Bidding Forms
Section V	Scope of Work
Section VI	General Conditions of Contract
Section VII	Contract Forms

8. Amendment(s) to Bid Document

- i) At any time prior to the deadline for submission of bid, the SAI may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.
- ii) Such an amendment to the bid document will be uploaded on SAI website: <http://sportsauthorityofindia.nic.in/> and Central Public Procurement (CPP) Portal of Government of India i.e. <http://eprocure.gov.in/eprocure/app>.
- iii) Prospective bidders are advised in their own interest to visit website of Sports Authority of India (SAI) and CPP Portal for any amendment etc. before submitting their bids.
- iv) In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the deadline for submission of bids.

9. Modifications/withdrawal of bids

- (i) 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. Any amendment/modification submitted after the prescribed date and time of receipt of bids is not to be considered.
- (ii) The bidder may modify or withdraw his bid after submission, provided that a written notice of the modification or withdrawal is received by the SAI prior to the deadline prescribed for submission of bids.

10. Clarification of Bid Document

- (i) A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the SAI in writing. The SAI will respond in writing to such request provided the same is received (by the SAI) not later than 7 (seven) days prior to the prescribed original date of submission of bid.
- (ii) Any clarification issued by SAI in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

11. Bid format

The bidders are to furnish their bids as per the prescribed format at Section IV and also as per the instructions incorporated in the bid document.

(d) PREPARATION OF BIDS

12. Documents comprising the bid

The two bid system, i.e, "Technical Bid" and "Financial Bid" prepared by the bidder shall comprise of the following:-

13. Technical Bid:

The Bidder shall submit the scanned copy of following documents along with company file while submitting the bid documents:-

- (i) Bid Security: Bid Security is to be furnished in accordance with clause 18 of ITB and bid submission as per form at **Section IV (A)**. Alternatively, documentary evidence for claiming exemption, if any, from payment of Earnest Money.
- (ii) Self-attested ID proof, address proof, Pan Card and a recent passport size colored photograph of authorized representative.
- (iii) Certificate of Incorporation/ Registration Certificate of the firm / Company/Agency.
- (iv) Registration Certificate of Partnership Company, duly registered copy of partnership deal/MOA of the company. Any document proving ownership of proprietary firm.
- (v) Documents mentioned in the qualification criteria as per **Section III (A)**.
- (vi) National Electronic Fund Transfer (NEFT Form) as per **Section IV- (E)** for payment in Indian Rupee.
- (vii) Certificate of Chartered Accountant showing annual turnover for the last three financial years (i.e. 2016-17, 2017-18 and 2018-19). Copies of Balance Sheet, Profit and Loss Account statement etc need not be enclosed.
- (viii) Income Tax returns filed for the last three financial years (i.e. 2016-17, 2017-18 and 2018-19).
- (ix) Goods & Services Tax Registration Certificate
- (x) Valid PAN, ESI, PF registration with codes,
- (xi) Undertaking by the bidder confirming availability of manpower of requisite, experience.
- (xii) Registration certificates under Contract Labor Act, 1970.
- (xiii) Registration No. and Certificates for Shops & Establishment Act of the respective state, if applicable.
- (xiv) Solvency certificate of INR 25,00,000/- (Twenty Five Lakhs Only) verified by his Banker.

(xv) The bidder should not be debarred/blacklisted during the last three financial years. (Undertaking thereof)

(xvi) The bidder should have a valid functional website showing their profile wherein the information relating to the contract including deployment of workmen and payment of remuneration as per minimum wages Act to them should be uploaded regularly, undertaking to be given.

Note:-

- 1) *The bidding companies /firms /agencies are required to attest (self attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/ firm / agency of the bidder will render itself liable for punitive action including black- listing for purpose of procurement of any service (s), in addition to attracting penal provisions of the agreement.*
- 2) *The bidders shall execute necessary instrument and documents required by SAI in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the SAI from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders)*
- 3) *The bidder shall provide necessary license from licensing authority for running the business at client's site.*
- 4) *The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*

14. Financial Bid: - This should be uploaded online in the prescribed .xlsx format (BOQ).

- (i) The Bidder shall quote for all the components of items specified in the .xlsx format (BOQ) provided at CPP portal with details of the cost per persons required as per Annexure A of Section IV (C). All the columns shown in the BOQ should be filled up as required.
- (ii) The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the remaining pages of the bid. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, SAI may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages
- (iii) No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- (iv) It is the responsibility of Bidder to go through the Bidding Document before offering rates as per price schedule.
- (v) All pages of the Bid should be page numbered and indexed.

(vi) All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/ RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (E) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form

15. Firm Price

- (i) The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract. However, if minimum wages of the workers are revised by the Government after last date of submission of the offers, including currency of the contract, the same will be reimbursed on actual basis.
- (ii) Any other tax (s) (except GST), if applicable in respect of this contract shall be payable by the bidder and SAI will not entertain any claim whatsoever in respect of the same. However, in respect of GST, if payable, same shall be paid by the bidder to the concerned department on demand and it will be reimbursed to him by the SAI after satisfying that it has been actually and genuinely paid by the bidder.

Note: Bidders are requested to upload the "Technical Bid" and "Financial Bid" having the above mentioned documents online in PDF format and .xlsx formats respectively.

16. Alternative Bids are not allowed.

17. Documents establishing bidder's eligibility and qualifications

The bidder shall furnish, as part of its bid, relevant details and documents establishing its qualifications as stipulated in Section III of Tender Document to perform the contract.

18. Bid Security/Earnest Money Deposit (EMD)

- (i) The bidder shall furnish Bid Security for an amount as shown in the Clause 1 of Section I- IFB. The Bid Security is required to protect the SAI against the risk of the bidder's unwarranted conduct as explained under sub-clause 18 (vi) below. Non submission of Bid Security will be considered as major deviation and bid will not be considered
- (ii) 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.
- (iii) 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 **Section IV-D**)
- (iv) The Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the "**Secretary, SAI**", payable at New Delhi. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Section IV (D)** of the Bid Document.
- (v) The Bid Security shall be valid for a period of 45 (forty-five) days beyond the validity period of the bid. The Bid Security is required to protect the SAI against the risk of the bidder's conduct, which would warrant the forfeiture of the Bid Security . The Bid Security 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 SAI. The bidder's earnest money will be forfeited without prejudice to other rights of SAI if it fails to furnish the required performance security within the specified period.
- (vi) Further, if bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Award (LoA), its Bid Security/EMD will be forfeited.

19. Bid Validity

- (i) The bid shall remain valid for acceptance for a period of **90** (Ninety) days after the date of bid opening, prescribed in the bid document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- (ii) In exceptional circumstances, SAI may request the bidders' consent to extend the validity of their bids up to a specified period. The bidders, who agree to extend the bid validity period are to extend the same in writing. However, they will not be permitted to modify their original bids during the extended bid validity period.
- (iii) In case, the day up to which the bids are to remain valid falls on a holiday or on a day declared as holiday or closed day for the SAI, the bid validity shall automatically be extended up to the next working day.

20. Signing of bids

- (i) The bidders shall submit their bids as per the instruction contained in ITB.
- (ii) The tender shall either by typed or written in legible/ indelible ink and the same shall be signed by the bidder or by a person (s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.

- (iii) The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, of any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.

(e) SUBMISSION OF BIDS

21. Submission of bids

- (i) Bids should be submitted on line as per the instructions given for online submission under Section II (B).
- (ii) Bids must be received by the SAI not later than the date and time prescribed in the bid document.
- (iii) SAI, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with clause 7 of **ITB**. In that case, all rights and obligations of the SAI and the bidders would automatically stand extended.
- (iv) Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

(f) BID OPENING

22. Opening of bids

- (i) The SAI will open the bids at the specified date, time and place as indicated in the IFB in **Section-I**. If due to administrative reasons the venue / date/ time of bid opening are changed, it will be uploaded on CPP Portal and on the SAI's website.
- (ii) In case the specified date of bid opening falls on a holiday or is subsequently declared a holiday or closed day for the SAI, the bids will be opened at the appointed time and place on the next working day.
- (iii) Authorized representatives of the bidders, who have submitted bids on time may attend the bid opening provided they bring with them letters of authority from the corresponding bidders. Letter of authority for attending the bid opening meeting should be in the format placed at **Section IV (F)**.
- (iv) Two – bid system as mentioned in Para 13 above will be as follows:-
- a) **Technical Bids** will be opened in the first instance, at the prescribed date and time as indicated in **Section –I (IFB)**. These bids shall be scrutinized and evaluated by the SAI with reference to parameters prescribed in the Bid Document. During the Technical bid opening, the bid opening official(s) will read the salient features of the bids like brief description of the items offered, delivery period, Bid Security and any other special features of the bids, as deemed fit by them.

- b) **Financial Bids** of only the technically acceptable bids / offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical Bid. The prices, special discount if any offered etc., as deemed fit by bid opening official(s) will also be read out.

(g) SCRUTINY AND EVALUATION OF BIDS

23. Basic Principle

Bids will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders

24. Scrutiny of Tenders

- (i) The SAI will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- (ii) SAI will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- (iii) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- (iv) The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
 - a) Qualification Criteria not enclosed
 - b) Tender is unsigned.
 - c) Tender validity is shorter than the required period
 - d) Required EMD (Amount, validity etc.)/exemption documents have not been provided
 - e) Bidder has not agreed to give the required performance security.
 - f) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - g) Poor/ unsatisfactory past performance.
 - h) Bidder has not quoted for the entire services as specified in the Scope of Work as well as in the Price Schedule.
 - i) Bidder has not complied with the requirement of Clauses of ITB.
 - j) The Bidder has quoted zero percent service charges. Zero percent includes all derivatives of 0 up-to 0.999.

25. Minor infirmity/irregularity/Non-conformity

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

26. Discrepancies in Prices

- a) 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.
- b) 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
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- d) 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.

27. Qualification Criteria

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Clause 13 of Section II A read with Section III (A), will be treated as non - responsive and will not be considered further.

28. Comparison of Bids and Award Criteria

- (i) The Contract shall be awarded to the responsive Bidder(s) as per the criteria mentioned in Section III (B) of this RFP.
- (ii) The SAI reserves the right to give the price preference/ Award preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

29. Contacting the SAI

- (i) From the time of submission of tender to the time of awarding the contract, if a BIDDER needs to contact the SAI for any reason relating to this tender enquiry and / or its tender, it should do so only through email.
- (ii) In case a bidder attempts to influence the SAI in the SAI's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the SAI.

(h) AWARD OF CONTRACT

30. The SAI's Right to accept any tender and to reject any or all tenders

The SAI reserves the right to accept any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder (s).

31. Notification of Award

- (i) The bidder whose bid has been accepted will be notified of the award by the SAI prior to the expiry of the bid validity period.
- (ii) Before expiry of the bid validity period, the SAI will notify the successful bidder in writing, by registered / speed post or by fax/ email that its bid for items, which have been selected by the SAI, also briefly indicating there-in, that the essential details like description and prices have been accepted. The successful bidder must furnish to the SAI the required Performance Security within 21 (twenty one) days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided under GCC Clause 25 under **Section VI**.
- (iii) The Letter of Award (LoA) will state the sum that the SAI will pay to the successful bidder in consideration of the services to be provided by him.
- (iv) The details of award of work and name of the bidder shall be mentioned on the CPPP and also in the notice board/bulletin/website of SAI.
- (v) Notification of Award shall constitute the conclusion of the Contract.

32. Issue of Contract

- (i) Promptly after notification of award, the SAI will mail the Contract Agreement as per **Section VII (A)**, duly completed and signed, in duplicate, to the successful bidder by registered / speed post.

(ii) The successful bidder shall return the original copy of the contract, duly signed and dated, to the SAI by registered/ speed post within 7 (seven)days from the date of issue of the contract along with the performance security.

(iii) The SAI reserve the right to issue the Notification of Award consignee wise.

33. Variation of quantities at the time of award

During execution of the contract, the SAI reserves the right to increase or decrease, the quantity of items mentioned in the "Price Schedule/Scope of Work" up to Twenty Five per cent (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted in the bid by the bidder.

34. Annulment of Award

Failure of the successful bidder to comply with the requirement of signing an agreement with the SAI and furnishing Performance Security as per clause 25 of **Section VI** shall constitute sufficient ground for annulment of the award and forfeiture of bid security.

35. Termination of Contract

The SAI reserves the right to terminate the contract without assigning any reason. Before termination of contract, SAI will notify the service bidder giving a notice of 30 days.

36. Disqualification

SAI reserves the right to disqualify the bidder for a suitable period who fails to provide the services in time.

37. Non-receipt of Performance Security and Contract by the SAI

Failure of the successful Bidder in providing Performance Security and / or returning contract copy duly signed in terms of ITB shall make the Bidder liable for forfeiture of its bid security and, also, for further actions by the SAI against it including termination on default and other administrative actions as deemed fit by the SAI.

38. Corrupt or fraudulent practices

- (i) It is required by all concerned namely the Service provider/SAI to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the SAI:
- a) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;

- b) Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices in competing for, or in executing the contract
- c) The SAI reserves the right not to conclude the contract and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment and suppression of material facts by the bidder. In addition, Bid Security/ Performance Security (as the case may be) deposited by the bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment and suppression of material facts shall be initiated.

39. Conflict of Interest among bidders/agents

- (i) A bidder shall not have conflict of interest with others bidders. Such conflict of interest can lead to anti competitive practices to the detriment of SAI's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;
 - a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
 - e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid.
 - f) in case of a holding company having more than one independent units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

SECTION – II (B)
INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app> .

2. REGISTRATION

- (i). Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- (ii). As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iii). Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv). Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/nCode/eMudhra etc.), with their profile.
- (v). only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- (vi). Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS

- (i). There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

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

4. PREPARATION OF BIDS

(i) Bidder should take into account corrigendum published on the tender document before submitting their bids.

(ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

(i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(ii) The bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.

(iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

(iv) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be **posted/couriered/given** in person to the concerned official latest by the last date of bid

submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- (v) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

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

SECTION – III (A)
QUALIFICATION CRITERIA

Bid Reference No. 128/SAI/MEDIA/2019-20

Dated: 09.08.2019

The bidder must satisfy the following eligibility criteria:

Sl. No.	Criteria	Documentary Evidence
1.	The Firm / Agency should be a registered entity with minimum 3 years of existence on the day of the submission of bid.	<ul style="list-style-type: none"> • Certificate of Incorporation / Registration • PAN Card • Service Tax Registration Certificate
2.	The Firm / Agency should have a minimum cumulative turnover of INR 5 Crores during the last three financial years (i.e. FY 2016-17, 2017-18 & 2018-19).	Audited Balance Sheets and Profit & Loss Statements for the last three financial years (ie. FY 2016-17, 2017-18 & 2018-19) countersigned by CA. In case the requisite reports are not finalised for FY 2018-19, provisional statements verified by CA will be acceptable.
3.	In last 3 financial years (i.e. FY 2016-17, 2017-18 & 2018-19), Firm / Agency must have completed / in progress minimum 3 projects of minimum value of 50 lakhs each of Social Media Management in Government or Private Sector.	Work Order along with respective payment proofs attested by CA / Completion Certificate from the client. In case the project is not completed than Work in progress Certificate by the client will be acceptable.
4.	The Firm / Agency must have minimum 15 professionals (each with minimum experience of 3 years) in the area of Social Media Management.	Self-Certification and resumes of respective individuals.
5.	The Firm / Agency should not have been black listed by Central or State Governments & PSUs.	Self-Certification

SECTION – III (B)

EVALUATION CRITERIA

The bid evaluation shall be done in two parts with following weightage;

- a. Technical Evaluation – shall carry 70% of overall evaluation
- b. Commercial Evaluation – shall carry 30% of overall evaluation

Technical Evaluation

Technical Evaluation will happen in two parts i.e. Evaluation of Credentials of the bidder and Evaluation of the presentation made by the bidder. The first part corresponds to the evaluation of the documents submitted by the bidder and for the latter part, a presentation is to be made by the bidder in front of the panelists based on which they will be awarded marks. The marking scheme is as follows:

Evaluation of Credentials (50 Marks):

S. No.	Criteria	Maximum Marks	Documents to be submitted
1	<p><u>Turnover in last three years</u> (i.e. FY 2016-17, 2017-18 & 2018-19)</p> <p>(a) More than or equal to INR 5 Crores but less than 10 Crores – 2.5 Marks</p> <p>(b) More than or equal to INR 10 Crores but less than 15 Crores – 5 Marks</p> <p>(c) More than or equal to INR 15 Crores but less than 20 Crores – 7.5 Marks</p> <p>(d) More than or equal to INR 20 Crores – 10 Marks</p>	10 Marks	CA Certificate
2	<p><u>Overall no. of Social Media Management Projects of value more than 50 Lakhs each in last five years</u> (i.e. FY 2014-15, 2015-16, 2016-17, 2017-18 & 2018-19)</p> <p>(a) More than or equal to 3 Projects but less than 5 Projects – 2.5 Marks</p> <p>(b) More than or equal to 5 Projects but less than 7 Projects – 5 Marks</p> <p>(c) More than or equal to 7 Projects but less than 10 Projects – 7.5 Marks</p> <p>(d) More than or equal to 10 Projects – 10 Marks</p>	10 Marks	CA certificate in respect of payments received.

3	<p><u>No. of Social Media Management Projects (Sports) in last five years</u> (i.e. FY 2014-15, 2015-16, 2016-17, 2017-18 & 2018-19)</p> <p>(a) 1 Project – 2 Marks (b) 2 Projects – 4 Marks (c) 3 Projects – 6 Marks (d) 4 Projects – 8 Marks (e) 5 Projects or more – 10 Marks</p>	10 Marks	Work Orders
4	<p><u>No. of Center/State Govt./PSU clients</u></p> <p>(a) 0 Clients – 0 Marks (b) 1 Clients – 2 Marks (c) 2 Clients – 4 Marks (d) 3 Clients – 6 Marks (e) 4 Clients – 8 Marks (f) 5 Clients or more – 10 Marks</p>	10 Marks	Certificates / Work orders from the clients
5	<p><u>Evaluation of Workforce</u></p> <p>Experience in Social Media Management of the following key personnel to be deployed to SAI. It is required that the personnel have minimum 3 years of relevant work experience. The bidders are required to submit the CVs of the Key personnel along with the technical bids. (Marking Scheme: 2 Marks each for every project with Central/State Govt./PSUs and 1 Mark for each every Project of Private Organisations);</p> <p>a. Content Writer – Max 2 Marks b. Graphic Designer – Max 2 Marks c. Video Editor – Max 2 Marks d. Videographer – Max 2 Marks e. Photographer – Max 2 Marks</p>	10 Marks	Resumes of personnel to be deployed to SAI
TOTAL CREDENTIAL SCORE (Tc)			

Evaluation of Presentation (50 Marks):

S. No.	Criteria	Maximum Marks
1	Creative ideas and Innovation	10 Marks
2	Work Plan including Approach and Methodology & Social Media Screening	10 Marks
3	Crisis Management Model	10 Marks

4	Use of Latest Technology	10 Marks
5	Method of increasing social media presence of SAI/KI	10 Marks
TOTAL PRESENTATION SCORE (Tp)		

Final Technical Score : $T_s = T_c + T_p$

The bidders scoring 60 Marks or above shall qualify for opening of financial bids.

Commercial Score

The Price Bids shall be opened and evaluated in second stage, where marks shall be assigned to the competing bidders according to the following;

- i. L1 shall be given Maximum Marks (i.e. 100 Marks).
- ii. Other bidders shall be assigned marks in comparison to the L1 as per to the following formula;

$$\text{Commercial Score} = (\text{Lowest Bid} / \text{Bid Under Consideration}) \times 100$$

Note: It is to be noted that 'L1' will be ascertained on the basis of lowest cost quoted per month exclusive of taxes (column A of price bid) for 12 months.

Final Score

The final score shall be calculated as per the following formula;

$$\text{Final Score} = (0.7 \times \text{Technical Score}) + (0.3 \times \text{Commercial Score})$$

COMPARISON OF BIDS AND AWARD CRITERIA

Bids shall be evaluated on the basis of final score obtained as above. The bidder who has obtained **highest Final Score shall** be awarded the Bid.

Notes:

1. Authority reserves the right to accept or reject any or all bids without assigning any reasons
2. Authority also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or which is found to be adopting unethical business practices; without bearing any liability or any loss whatsoever it may cause to the bidder in the process.
3. Technical bids will be evaluated as per qualification criteria given in Section III (Qualification Criteria) read with Pre-Qualification stipulated in Para 13 of Section II (ITB) of the tender documents.
4. Technical bids of only those bidders who have submitted Bid Security as per terms of NIT will be opened.

5. In case, the two or more firms scores the same marks, successful bidder will be the one whose turnover is higher than the other competitor (s).
6. Offers with service charges as 0 value will be treated as unresponsive. Zero percent includes all derivatives of 0 upto 0.9999.

SECTION - IV

(A) BID SUBMISSION FORM

Date_____

To
Sports Authority of India
JLN Stadium Complex,
Gate No. 10, Lodhi Road,
New Delhi – 110003

Ref.: Your Bidding Document No. _____ dated _____

We, the undersigned have examined the above mentioned Bidding Document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to provide _____ (Description of services) in conformity with your above referred document for the sum as shown in the price schedule(s), attached herewith and made part of this Bid.

2. We further confirm that, if our Bid is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 25, in Section - VI for due performance of the contract.
3. We agree to keep our Bid valid for acceptance for 90 (Ninety) days or for subsequently extended period, if any, agreed to by us (Bid Due Date). We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
4. We agree to provide services as indicated in the Tender Documents for Social Media as per terms & conditions of the tender documents.
5. We also agree to submit the bill on monthly basis.
6. We agree to fulfil and be compliant with all statutory requirements under all applicable Labour & other laws in force at the time.
8. We agree to keep the SAI fully indemnified of any claim/damages, if any that SAI may have to pay with respect to the service and the deployment of any of our workers for SAI's work.
9. We agree to all terms and conditions of General Conditions of Contract as per Section VI.
10. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.
11. We confirm that there is no case pending with the police or any other investigating agency (ies) against the proprietor/firm/partner or the company.

12. We confirm that no near relative of ours is an employee in SAI who is connected with the award and executive of the contract.

13. We confirm that we are competent to contract and we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

14. We confirm that we fully agree to the terms and conditions specified in above mentioned Bidding Document, including amendment/ corrigendum if any

[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of Messrs _____

[Name & address]

SECTION – IV

(B) Form for Power of Attorney/ /Board Resolution

Know all men by these presents, we, _____(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. (Name),son/daughter/wife of _____and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) 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 bid for the hiring of Social Media Agency including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidder’s and other conferences and providing information/responses to Sports Authority of India(hereinafter referred to as “Purchaser”), representing us in all matters before Purchaser, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Purchaser in all matters in connection with or relating to or arising out of our bid for the said Tender and /or till the entering into the Contract with Purchaser.

AND we hereby agree to ratify and confirm and do hereby all acts, deeds and things lawfully done or caused to be done by our said Attorney 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 Attorney 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 PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___ DAY OF 20**

For _____

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)

(Signature)

(Name, Title and Address of the Attorney)

Section IV
(C) Price Schedule Form

AS PER BOQ UPLOADED ON CPP PORTAL

SECTION – IV

(D) BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the service of _____ (hereinafter called the “Bid”) against the Sports Authority of India’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 _____ (hereinafter called the “Sports Authority of India) in the sum of _____ for which payment will and truly to be made to the said Sports Authority of India, 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, 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 Sports Authority of India 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 contract.

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

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of 90 days i.e. for 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

**SECTION – IV
(E) NEFT MANDATE FORM**

From: M/s.

Date:

To

Sub: NEFT PAYMENTS

We refer to the NEFT being set up by SAI. For remittance of our payments using RBI's NEFT scheme, our payments may be made through the above scheme to our under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATAE FORM

Name of City	
Bank Code No.	
Bank 's name	
Branch Address	
Branch Telephone / Fax no.	
Supplier's Account No.	
Type of Account	
IFSC code for NEFT	

IFSC code for RTGS	
Supplier's name as per Account	
Telephone no. of supplier	
Supplier's E-mail ID	

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the manufacturers]

Confirmed by Bank

Enclosed a copy of Crossed Cheque

SECTION – IV
(F) LETTER OF AUTHORISATION FOR ATTENDING BID OPENING MEETING

Tender No. -----

Subject : **Authorisation for attending bid opening on ----- (date) in the tender of -----**

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of----- (bidder) in order of preference given below.

Order of Preference	Name	Specimen
Signature		
1.		
2.		

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid documents on behalf of the bidder.

Note:

- 1. Maximum of two representatives will be permitted to attend bid **opening**. **In case where it is restricted to one, first preference** will be allowed. Alternate representatives will be permitted when regular representative are not able to attend.*
- 2. Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not furnished.*

SECTION IV

(G) DISCLOSURE OF CONFLICT OF INTEREST

It is hereby disclosed that we have not any conflict of interest with others bidders in terms of conditions stipulated in clause No. 46 of Section II- A of Tender Document. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)

Stamp

SECTION IV
(H) DISCLOSURE OF CODE OF INTEGRITY

It is hereby disclosed that we _____ shall not act in contravention of the codes as under:-

1. Prohibition of:-
 - a) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) Any omission, or misrepresentation that may mislead or attempt to mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c) Any collusion, bid rigging or anti competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
 - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) Making false declaration or providing false information for participation in a tender process or to secure a contract.
2. It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)

Stamp

SECTION IV
(I) AFFIDAVIT/UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/debarred/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/We hereby certify that the prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation (s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of the bidder)

NAME & ADDRESS OF THE BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary

SECTION V (SCOPE OF WORK)

SOCIAL MEDIA AGENCY FOR SPORTS AUTHORITY OF INDIA / KHELO INDIA (SAI/KI)

1.1 INTRODUCTION

On behalf of Sports Authority of India, tender is invited from credible professional agencies for management of social media platforms in *English and Hindi* for creating awareness about SAI and Khelo India, which includes promoting all schemes, major policies and campaigns of SAI & Khelo India.

1.2 SCOPE OF WORK

General

A. Creation & Maintenance of Social Media Platforms for SAI/KI:

- (i) Creation and/or Maintenance of Official accounts/pages of SAI/KI on Twitter, Facebook, YouTube and other social media platforms which may emerge in the future. The Agency shall create and subsequently maintain Social Media Platform for MoA including but not limited to, Facebook Page, Twitter Profile, YouTube Channel, Blogs and Instagram.
- (ii) Creation of relevant blogs and forums wherein the targeted audience can be engaged.
- (iii) Develop important Web Pages, within the website, as specified by SAI/KI.
- (iv) Conceptualising and executing social Media Campaigns (paid and non-paid)
- (v) Creation of video posts and static posts to promote all existing and new schemes, projects and initiatives of SAI and Khelo India, on social media platforms.
- (vi) **New Look:** Give all Social Media Platforms a new look every month (if required) by putting up new creative features, theme lines, links etc.
- (vii) **Updates:** Daily informative and promotional updates in the form of relevant text, pictures, audio, unique & interactive content, interviews, news, quiz, etc.

- (viii) **Press Releases:** Publishing online press releases
- (ix) **Engage with users:** Regularly organize online surveys, quizzes, contests on all platforms in consultation with SAI/KI.
- (x) **Publicity:** Publicize on social media all events - National and International events that the SAI/KI participates in or organizes.
- (xi) **Perception Management:** Managing the online image of SAI/KI through active participation in social media.
- (xii) **Query Management:** All queries received on all platforms which need not require inputs from SAI/KI must be replied to within 24 hours and all queries which require a consultation with the SAI/KI should be answered within two working days.
- (xiii) **Gate Keeping:** Moderation of all platforms with a frequency of 6 times a day in order to deal with spam, unauthorized advertisements, inappropriate content etc.
- (xiv) **Media Tracking:** Use a good industry standard monitoring tool for analyzing comments / remarks about SAI/KI in various media like newspapers, magazines, blogs, social media platforms etc. both offline & online, national & international.
- (xv) **Tagging:** Create relevant tagging & linkages of content on all platforms.
- (xvi) **Copyright:** Content shared online must be copyright protected and unauthorized use of this must be monitored.
- (xvii) **Presentations:** Prepare promotional presentations with multi-media content for SAI/KI, as and when required.
- (xviii) **Live Coverage of the Event:** Perform live coverage of the event through Live Tweeting, Facebook Live & Live Webcasting of the Event at various social media platforms of SAI/KI.
- (xix) Set up a complete social networking management system for SAI/KI and manage the various social media platforms in English and Hindi and deploying one Project manager, one Content Writer and one Graphic Designer with requisite qualifications & skill-set SAI office who can gather, collate, design, write contents and post contents on the social media websites under supervision of SAI Media

Team.

- (xx) Enhance audience engagement on all social Media channels through designing and implementing contests, campaigns & promotions, etc. for generating awareness of people on Sports and fitness issues, generate buzz about SAI/KI activities and engage citizens over SAI/KI's initiatives.
- (viii) Ensure through promotional activities that the viewership over social media site of the SAI/KI increases substantially and increase its reach preferably 15% per month from the date of start of operation.
- (ix) Ensure that significant posts made by the public on SAI/KI social networking site is monitored on a real time basis and is brought to the notice of the designated SAI/KI's official through daily e-mail reports.
- (x) Ensure that the quick response to these posts is provided on the social networking site under the supervision of the designated official of SAI/KI. Prepare and upload a weekly bulletin of the most important social media posts as well as events/media reports etc.
- (xi) Should have credible contingency plan to effectively handle crisis and emergencies, especially in the case of negative comments on social media against SAI/KI.
- (xii) To ensure that viewing and uploading on the managed Social Media sites (i.e. Twitter, Facebook etc.) is smooth and uninterrupted.
- (xiii) Engaging with key influencers from the sports ecosystem to help build a positive image of SAI/KI by speaking about various schemes and support extended to athletes through their blogs, website etc.
- (xiv) **Creatives/Photos Bank:** Creatives/Photos with cataloguing needs to be developed consisting of at least 100+ Creatives/Photos of high quality and high resolution aesthetic work of relevant activities and events of SAI/KI.

B. Creative designing and repackaging:

- (i) Creative content generation, recreate or convert the content and repackage the available content. The content may be of various forms such as graphics, cartoons, smart art, animations, story board etc. design on subject of SAI and Khelo India schemes, programs and policies.

- (ii) Repackaging of the content (videos and photographs) obtained from athletes, federations or news agencies, into suitable formats (video packages and others)
- (iii) Uploading of repackaged and creative content on various social media platforms such as Twitter, Facebook, and YouTube.
- (iv) Above is to be done without any infringement of Intellectual Property Rights(IPR).
- (v) Quality wall copies for all updates on social media to be ensured in such activities.

C. Enhancing reach of content on Internet and social media sites:

- (i) Agency would be responsible for enhancement of the reach of the messages and other schemes of Government on various social media platforms through non-paid means so that the content would reach to the last mile on internet domain on real time basis. The agency should have capability to multiply the reach of content and promote content organically on various social media platforms.
- (ii) The agency should be able to develop interesting and innovative content, campaigns, competitions, so as to have proper communication strategy for various social media platforms to enhance the reach of content in real time basis.

D. Making the uploaded content viral

- (i) Agency would be responsible to make the content appealing, with potential to go viral on the internet.
- (ii) The agency should have capability to multiply the reach of content and promote content and make it viral, following fair and legitimate methods.

E. Storage and submission of Content:

- (i) Storage of raw footages/ content and processed content (video packages) etc. for the purpose of archive in digital formats, and submission of same in easily retainable format to SAI/KI.
- (ii) Availability of archive content should be for at least 90 days.

F. Pre and Post establishment support

Any kind of support with regard to smooth functioning of hardware equipment / software development. The agency should provide technical support 24 x 7 for maintenance of various Social Media Platforms of SAI/KI through in-house staff.

G. Manpower Requirement

- (i) 1 photographer, 1 videographer, 1 Graphic Designer and 1 Video Editor to be stationed in SAI/KI at all times.
- (ii) Team Lead and Content Writer to provide backend support from the agency office. On days of big events or special programmes, both to be stationed in SAI or venue of the event.
- (iii) All manpower to be mandatorily available in SAI Head office on all working days. The manpower may also be required on special occasions even on holidays.
- (iv) Additional manpower (as per requirements) may be deployed on an event-to-event basis.

H. Performance Review

The agency will submit a suggested process of Performance Review on a quarterly basis before signing of contract. This will be appropriately and suitably amended (if required) by the SAI and implemented.

I. Reporting:

- (i) The agency must submit weekly, "Effectiveness Analysis and MIS Reports" to SAI on the effectiveness of the social media strategy. The agency must submit a detailed analysis on the steps undertaken for overall promotion of all SAI/KI events and schemes on the Social Media Platforms and the results achieved.
- (ii) The agency should suggest the no. of reports eliciting periodicity, format and content of such report which should help the concerned officials of SAI to know the exact position of the efforts undertaken.

J. Data Security and Prevention of Fraud

The agency will undertake that all process and standards are being followed to ensure that the data is secure and is immune to any fraudulent activity.

K. Legal matter, including copy-right of content

Agency will have the responsibility of ensuring that all content featured/published on the basis of this assignment is free of legal encumbrances including of copy-right issues.

L. Amplification:

- (i) Providing amplification of Digital Marketing Communication and Messaging through planning and execution of a Social Media Marketing activity across both Paid Media and Non-Paid Media avenues. Media planning & providing professional inputs for Social Media Campaigns (Online and Mobile) for running banners, adverts etc. during the period of contract on themes / subjects to be

decided in consultation with the SAI/KI.

- (ii) Executing the digital campaigns based on the Social Media strategy and plan and undertaking activities like optimization of campaign, reporting etc.

M. Assistance to be provided by the SAI would be as under:

- (i) Provide the necessary information on events, athletes, international and national competitions, from time to time.
- (ii) Provide all the necessary information such as logo of Ministry / event / press releases issued for traditional media and updates etc.
- (iii) Assist in obtaining any other permissions / information as required.

SECTION VI
GENERAL CONDITIONS OF CONTRACT

1. Application

The General Conditions of Contract incorporated in this section shall be applicable for this purchase of this document.

2. Country of Origin

The word “origin” incorporated in this clause means the place from where the services are provided.

3. Office

The bidder is required to have an office in Delhi/ NCR for execution of terms and conditions of this contract and will assign 2 (two) representatives as officers for the same. In case of any change in the said officers, the same will be intimated to SAI prior to making the said change along with their contact details.

4. Auditing of the accounts of the bidder:

The accounts of the bidder shall be open to the SAI for auditing by Controller Auditor General of India or any of his designated representative at any time and up to 5 (five) years after expiration or termination of the contract.

5. Representations and Warranties.

5.1 SAI, its employees and 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.

5.2 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.

5.3 The Bidder represents that all the information provided are truthful information without concealment of any facts. In case, at any stage, it is found that any information given by the Bidder is false / incorrect / concealed, then SAI shall have the absolute right to take any action

as deemed fit including but not limited to dropping the Bidder from consideration for award of work / blacklisting etc. without incurring any liability to the affected bidder(s) on the ground of SAI/KI's action.

- 5.4 The Bidder represents that no effort has been used by the Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing. Such an effort shall result in non-consideration / rejection of its Bid.
- 5.5 The Bidder represents that it has been duly incorporated and validly existing under Applicable Law and has the full right and legal authority to enter into, and is fully capable of performing its obligations under, this Agreement in accordance with its terms.
- 5.6 In so doing, the bidder is not in breach of any obligations nor duties owed to any third parties and will not be so, as a result of performing its obligations under this Agreement. It also represents that by entering into this Agreement or performing its obligation under this Agreement, it is not in breach of Applicable Law;
- 5.7. No legal proceedings are pending or threatened against the bidder before any court, tribunal or authority which do, or may restrain or enjoin the performance or observance of the terms and conditions of the Agreement or which do, or may in any other manner, question the validity, binding effect or enforceability of the Agreement;
- 5.8 The bidder warrants comprehensively that the goods/services supplied under this Agreement is newly developed, unused and incorporate all recent/latest improvements in design and functionality unless prescribed otherwise by SAI in the Agreement. The bidder further warrants that the goods/services supplied under the Agreement shall have no defect arising from design, development or functionality or from any act or omission of the bidder that may develop under normal use of the supplied goods/services under the conditions prevailing in India

6. **Force Majeure**

- 6.1 For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Procurer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify the Procurer in writing of such conditions and the cause thereof. Unless otherwise directed by the Procurer in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 6.2 Notwithstanding the provisions contained in GCC clauses 9 and 10, the Bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 6.3 For purposes of this clause, Force Majeure means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of SAI either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 6.4 If a Force Majeure situation arises, the Bidder shall promptly notify SAI in writing of such conditions and the cause thereof within 21 (twenty-one) days of occurrence of such event. Unless otherwise directed by SAI in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 6.5 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 6.6 In case due to a Force Majeure event SAI is unable to fulfil its contractual commitment and responsibility, SAI will notify the Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

7. Indemnifications and Liabilities

- 7.1 The bidder shall fully indemnify, hold harmless and defend SAI/KI 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, which arise out of or relate to (1) any breach of any representation or warranty of the bidder contained in the tender, (2) any breach or violation of any covenant or other obligation or duty of the bidder under this tender.
- 7.2 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.
- 7.3 SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI action.

7.4 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 the 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 the 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.

7.5 Each party shall, at all times, indemnify and keep indemnified the other party, against all claims / damages for any infringement of any intellectual property rights by it of the other party.

8. Termination

8.1 Termination for Insolvency

SAI may at any time terminate the Contract by giving a written notice of One (01) month to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to 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 the SAI.

8.2 Termination for default

8.2.1 SAI, without prejudice to any other contractual rights and remedies available to it, may by written notice to the Bidder, terminate the contract in whole or in part, if the Bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by SAI pursuant to the bid document.

8.2.2 Unless otherwise instructed by SAI, the Bidder shall continue to perform the contract to the extent not terminated.

8.3 Termination for convenience

8.3.1 SAI reserves the right to terminate the contract, in whole or in part for its (SAI's) convenience, by serving written notice to the Bidder at any time during the pendency of the contract. The notice shall specify that the termination is for the convenience of SAI. The notice shall also indicate inter alia, the extent to which the Bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

8.3.2 The goods and services which are complete and ready in accordance with terms of the contract for delivery and performance shall be accepted by SAI within 30 (thirty) days of the receipt of the notice of termination by the Bidder in accordance with the contract terms, conditions and prices. For the remaining goods and services, SAI may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

- b) To cancel the remaining portion of the goods and services and compensate the Bidder by paying an agreed amount for the cost incurred by the Bidder towards the remaining portion of the goods and services.

9. **Penalty Clause**

- 9.1 The detailed contract will be signed with successful bidder. Any breach in the contract will lead to penalty and later termination of the contract. All the documents/ code / application etc. prepared and developed by the bidder will be the property of the client. All designs, reports, other documents and software submitted by the bidder pursuant to this work order shall become and remain the property of the Client and the bidder shall, not later than upon termination or expiration of this work order, deliver all such documents and software to the client, together with a detailed inventory thereof.
- 9.2 If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfil any of the contractual obligation, the Sports Authority of India may take a decision to cancel the contract with immediate effect. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory.
- 9.3 In case of late services / no services on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 1% of per week of the cost of contract value up to maximum of 10% of the contract value from the Agency. The timeline/schedule of deliverables will be decided as and when the requirement/ tasks /activities arise.

10. **Performance Bank Guarantee**

- 10.1 The Bidder shall be required to give Performance Bank Guarantee ("PBG") for an amount equivalent to 10% of the accepted value of Contract inclusive of GST. PBG will be in the form of Bank Guarantee (BG) of any Nationalized / Scheduled / Centralized Bank drawn in the name of "Secretary, SAI" payable at New Delhi to be deposited at SAI Headquarters, JLN Stadium Complex, Entry Gate No 10, Lodhi Road, New Delhi in the format as specified in and attached hereto as "Schedule VII B" to SAI pursuant to the Agreement.
- 10.2. SAI will have the right to invoke the PBG without assigning any reasons if the Bidder defaults or deemed to have defaulted or in the case of non-acceptance of the Work Order as given in the Notification of Award and empanelment will be cancelled:
 - 10.2.1. The Bidder shall be required to give PBG within 21 days of issuance of Notification of Award by SAI. In the event of default in submission of PBG within the stipulated time, the Bidder shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the Work Order value subject to a maximum delay of 7 (seven) days. If the default continues beyond the period of 7 (seven) days, SAI shall have the right to cancel empanelment with the right to other legal remedies that may be available under law.

10.2.2. The PBG should remain valid for an additional period of 90 (ninety) days beyond the timelines mentioned in the Work Order. For example, if the timelines mentioned to complete a deliverable in the Work Order is for 3 months, the PBG shall be valid till 3 months + 90 days from the date of project initiation.

10.2.3. In the event wherein a Work Order is released by SAI for project renewal or a fresh Work Order is released, the bidder shall ensure extension / submission of PBG with 15 days of issuance of the Work Order.

10.3. For the sake of clarity, the Bidder will be obligated at all times to have a valid Performance Bank Guarantee provided to the SAI throughout the Term of this Agreement. SAI will release the Performance Security without any interest to the bidder subject to any dues, penalties, etc. and on completion of the Bidder's all contractual obligations including the warranty obligations upon expiry of the Term or Termination of the Agreement, whichever is earlier.

11. Inspection and Quality Control

11.1 The Bidder should satisfy himself that the requirement are in accordance with the terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection.

11.2 SAI and/or its nominated representative(s) will, without any extra cost to SAI, inspect and/or test the requirement and the related services to confirm their conformity to the contract specifications incorporated in the contract. SAI shall inform the Bidder in advance, in writing, SAI's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the SAI and/or its nominated representative(s) will be borne by SAI and/or its nominated representative(s).

12. Prices

Prices to be charged/quoted by the bidder for providing accommodation in terms of the contract shall NOT vary from the corresponding prices quoted by the Bidder in its Bid and incorporated in the contract.

13. Fall Clause

13.1 The Bidder undertakes that he has not supplied/is not supplying similar products/system or sub-systems to any department of Govt. of India i.e. Central Government/State Government, Statutory Undertakings of Central/State Governments/Local Bodies etc. and as well as to private SAI, domestic or foreign at a price lower than that offered in the present bid.

13.2 If it is found at any stage that similar product/systems or sub systems was supplied by the Bidder to any of the above Organizations as well as to private SAI, domestic or foreign, 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 SAI, if the contract has already been concluded.

14. Withholding and lien in respect of sums claimed

Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, SAI shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchase shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, SAI shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at anytime thereafter may become payable to the Bidder under the same contract or any other contract with SAI or the Government, pending finalization or adjudication of any such claim and that The Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

15. Others conditions

- 15.1 The Bidder shall notify the SAI of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract and seek approval of SAI for the same. It is up to SAI whether to grant such approval or not.
- 15.2 The Bidder shall at all times indemnify and keep indemnified the SAI against all claims/damages etc. for any Intellectual Property Rights (IPR) while providing its services under the Project.
- 15.3 The Bidder shall at all times indemnify and keep indemnified the SAI against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the 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 Bidder.
- 15.4 The Bidder shall at all times indemnify and keep indemnified the SAI against and any claims by Employees in respect of wages, salaries, remuneration, compensation or the like.
- 15.5 All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 15.6 It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of any persons engaged by the Bidder for any engagement, service or employment in any capacity in any office or establishment of the SAI.

16. Dispute Settlement Mechanism

- 16.1 All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be

settled by bilateral discussions. The SAI and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

- 16.2 If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either SAI or the Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof and the award of such Arbitration Tribunal shall be enforceable in Indian courts only. In the case of a dispute or difference arising between SAI/ SAI and a Bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration, appointed to be the arbitrator by the Secretary (Sports), Ministry of Youth Affairs & Sports. The award of the arbitrator will be final and binding on the parties to the Contract.
- 16.3 Venue of Arbitration: The sole Arbitrator shall have its seat in Delhi.
- 16.4 The arbitration will be in English Language and at Delhi.
- 16.5 Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- 16.6 The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.
- 16.7 All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of High Court at Delhi/ New Delhi.
- 16.8 If dispute or difference of any kind shall arise between SAI and the Bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

17. Confidentiality

- 17.1. During the course of the agreement, it is likely that each party will come into contact with confidential information crucial to the operation of the Agreement. Such confidential information may include, without limitation: business and financial information, business methods and practices, technology and technological strategies, marketing strategies, trade secrets or any other such information referred to as "Confidential Information".
- 17.2. By their signature below, each party agrees to keep in strict confidence all non-public information so long as it remains non-public, except to the extent disclosure is required by law, requested by any governmental or regulatory agency or body or to the extent that the parties must disclose information to lenders and equity partners to obtain financing.

- 17.3. The Parties agree not to use the Confidential Information disclosed to them for their own benefit, or for the benefit of any Party with which the bidder or the Company is affiliated.
- 17.4. If this Agreement is terminated, each party upon request will promptly return to the other Party all documents, contracts, records, or other information received by it that disclose or embody confidential information of the other Party.
- 17.5. Exclusion from Non-disclosure and Non-use Obligations with respect to any portion of the Confidential Information shall not apply to any such portion that Bidder can demonstrate
 - 17.5.1. was in the public domain at or subsequent to the time such portion was communicated to the bidder by SAI;
 - 17.5.2. was in the possession of, or was rightfully known by, the Bidder without an obligation to maintain its confidentiality prior to receipt from SAI;
 - 17.5.3. was or has become generally available to the public other than as a result of disclosure by the Bidder or its agents;
 - 17.5.4. after disclosure to the Bidder was received from a third party who, to the Bidder's knowledge, had a lawful right to disclose the information to the Bidder without any obligation to restrict its further use or disclosure;
 - 17.5.5. was disclosed to unaffiliated third parties by SAI without similar restrictions.
 - 17.5.6. was rightfully in Bidder's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Bidder by SAI; or
 - 17.5.7. was developed by Bidder independently of and without reference to any information communicated to Bidder by SAI.
- 17.6. A disclosure of Confidential Information by any party, either in response to a valid order by a court or other governmental body, otherwise required by law, or necessary to establish the rights of either party under this Agreement, shall not be considered a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that the Bidder shall provide prompt written notice thereof to SAI to enable SAI to seek a protective order or otherwise prevent such disclosure.

17. Applicable Law

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

Note: *These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between SAI and the Agency and any non-compliance shall be deemed as breach of the Contract/Agreement.*

SECTION – VII (A)
CONTRACT AGREEMENT
SPORTS AUTHORITY OF INDIA,

Contract No _____

Dated _____

This is in continuation to this office’s Notification of Award of Contract No _____ dated _____

1. Name & address of the contractor: _____
2. Bidding Document 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 SAI in connection with this Bid.
4. In addition to this Contract 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 Rate Contract:

- (i) General Conditions of Contract;
- (ii) Schedule of Requirements;
- (iii) Technical Specifications;
- (iv) Bid Form furnished by the contractor;
- (v) Price Schedule(s) furnished by the contractor in its Bid;
- (vi) SAI’s Notification of Award of Contract

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

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

Schedule No.	Brief description of services	Accounting unit	Unit Price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____

(ii) Contract valid upto: As per terms stated in this RFP document.

(iii) Prices: As per terms stated in this RFP document.

(iv) Details of Performance Security: As per terms stated in this RFP document.

(vi) Payment terms: The payments will be released to the agency on quarterly basis on receipt of request, based on work achievement and satisfactory performance. The agency will be asked to submit monthly work achievement on Scope of Work as mentioned in this RFP document for assessment by Sports Authority of India. No advance payment will be made. All payments shall be made in Indian Rupees.

**(Signature, name and address
of the SAI's authorised official)
For and on behalf of Director General
Sports Authority of India**

Received and accepted this Contract

[Signature with date, name and designation]
for and on behalf of Messrs _____

[Name & address of the manufacturers]

(Seal of the supplier)

Date: _____

Place: _____

SECTION – VII (B)

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

[The bank, as requested by the bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Notification of Award]

And Contract No. _____

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: Sports Authority of India, _____

PERFORMANCE GUARANTEE No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of firm] (hereinafter called "the bidder") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the firm, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the contractor to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Supplier]

**SECTION – VII (C)
CHECKLIST**

Name of Bidder:

Name of Manufacturer

Sl.NO.	Activity	Yes/No/NA	Page No. in the TE Document	Remarks
1.a	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IV D?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 90 days from Techno Commercial Tender Opening date as per Section I of IFB?			
2.	Have you enclosed duly filled Tender Form as per format in Section IV (A)?			
3.	Have you enclosed power of attorney/board resolution in favor of signatory?			
4.	Have you submitted documents as per qualification criteria in Section III (A) of TE document in respect of all parameters?			
5.	Have you submitted prices of services in the price			

	schedule as per Section IV (C)?			
6.	Have you kept validity of 90 days from the Techno Commercial Tender Opening date as per the TE Document?			
7.	Have you furnished GST No. and PAN No.as allotted by the Income Tax Department of Government of India?			
8.	Have you intimated the name an full address of your Banker (s) along with your account Number			
9.	Have you fully accepted payment terms as per TE document?			
10.	Have you fully accepted contract period as per TE Document?			
11.	Have you submitted the certificate of incorporation/Registration certificate ?			
12.	Have you accepted terms and conditions of TE document?			
13.	Have you furnished documents establishing your eligibility & qualification criteria as per the TE document?			

14.	Have you furnished Average Annual Turnover for last three years prior to the date of Tender opening duly certified by chartered accountant bearing their membership no.?			
15.	Have you enclosed the Affidavit as per Section IV (I) of the TE Document?			

N.B

1. *All pages of the Tender should be page numbered and indexed.*
2. *The bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may filled up as NA.*
3. *It is responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.*

(Signature with date)

(Full name, designation & address of the person duly authorized sign on behalf of the bidder)

For and on behalf of

(Name, address and stamp of the tendering firm)