

**Sports Authority of India**

**“REQUEST FOR PROPOSAL”**

**(RFP)**

**For**

**Engagement of Consultant for Conducting leading practice study, preparation of Detailed Project report and design implementation for Establishing National Centre for Sports Science and Research (NCSSR)**

RFP Ref: 01-16004(03)/1/2021-HO/IFB-98

Date of Publication: 13.10.2021

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

## CONTENT

<b>DISCLAIMER</b> .....	3
<b>1. NOTICE INVITING TENDER</b> .....	4
<b>2. BID SCHEDULE &amp; DATA SHEET</b> .....	4
<b>3. INSTRUCTIONS TO BIDDERS</b> .....	4
<b>4. LANGUAGE OF BID</b> .....	5
<b>5. DOCUMENTS TO BE SUBMITTED</b> .....	5
<b>6. ELIGIBILITY CRITERIA</b> .....	5
<b>7. RFP PROCESS</b> .....	5
<b>8. BID VALIDITY</b> .....	6
<b>9. BID PRICES</b> .....	6
<b>10. EARNESTMONEY DEPOSIT</b> .....	6
<b>11. BIDDERS QUERIES AND RESPONSES THERETO</b> .....	6
<b>12. SUBMISSION OF BIDS</b> .....	7
<b>13. SCRUTINY OF BIDS</b> .....	8
<b>14. EVALUATION CRITERIA</b> .....	9
<b>15. DECLARATION OF SUCCESSFUL BIDDER</b> .....	10
<b>16. PERFORMANCE SECURITY</b> .....	11
<b>17. SCOPE OF WORK &amp;TIMELINES OF THE PROJECT</b> .....	11
<b>18. MANPOWER REQUIREMENT</b> .....	12
<b>19. TERMS OF PAYMENT</b> .....	12
<b>20. OTHER TERMS AND CONDITIONS OF THE BID</b> .....	13
<b>21. PENALTY</b> .....	15
<b>22. GENERAL TERMS AND CONDITIONS OF CONTRACT</b> .....	15
<b>23. PATENTS, COPYRIGHT &amp; INTELLECTUAL PROPERTY RIGHTS, SOURCE CODES</b> .....	16
<b>24. HANDOVER</b> .....	17
<b>25. REPRESENTATIONS AND WARRANTIES</b> .....	17
<b>26. INDEMNIFICATIONS AND LIABILITIES</b> .....	17
<b>27. TERMINATION</b> .....	18
<b>28. FORCE MAJEURE</b> .....	18
<b>29. DISPUTE SETTLEMENT MECHANISM</b> .....	19
<b>30. APPLICABLE LAW</b> .....	19
<b>31. RESERVED RIGHTS</b> .....	19
<b>32. CORRUPT OR FRAUDULENT PRACTICES</b> .....	20
<b>33. CONFIDENTIALITY</b> .....	20
<b>ANNEXURE 'I'   TERMS OF REFERENCE FOR CONSULTANCY SERVICES (TOR)</b> .....	22
<b>ANNEXURE 'II'   DOCUMENTS TO BE SUBMITTED</b> .....	31
<b>ANNEXURE 'III'   ELIGIBILITY &amp; EVALUATION CRITERIA</b> .....	33
<b>ANNEXURE 'IV'   BID SUBMISSION FORM</b> .....	36
<b>ANNEXURE 'V'   BID SECURING DECLARATION FORM</b> .....	38
<b>ANNEXURE 'VI'   POWER OF ATTORNEY (SAMPLE)</b> .....	39
<b>ANNEXURE 'VII'   ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER</b> .....	40
<b>ANNEXURE 'VIII'   ANNUAL TURNOVER</b> .....	41
<b>ANNEXURE 'IX'   FORMAT FOR CV</b> .....	42
<b>ANNEXURE 'IX- B'   DEPLOYMENT PLAN</b> .....	43
<b>ANNEXURE 'X'   INSTRUCTIONS FOR ONLINE BID SUBMISSION</b> .....	44
<b>ANNEXURE 'XI'  PRICE BID FORMAT</b> .....	46
<b>ANNEXURE 'XII'  - BANK GUARANTEE FORM FOR PERFORMANCE SECURITY</b> .....	47
<b>ANNEXURE 'XIII'  - DRAFT CONTRACT AGREEMENT FORMAT</b> .....	48

## DISCLAIMER

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

## 1. NOTICE INVITING TENDER

Sports Authority of India, (hereafter referred as "SAI") an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from Service Providers/Consulting Firms having sufficient experience and credentials to associate with SAI as Consultant for Design & Establishment of National Centre for Sports Science and Research (NCSSR). The detailed scope of work and deliverables are mentioned in ANNEXURE 'I', Terms of Reference for Consultancy Services (TOR), of this RFP.

## 2. BID SCHEDULE & DATA SHEET

Date of Publication	13.10.2021
Bid document download start Date	13.10.2021
Last date and time of submission of queries for Pre-Bid Conference	20.10.2021 at 06 PM to <a href="mailto:scyadav.sai@gov.in">scyadav.sai@gov.in</a>
Virtual Pre-Bid conference	21.10.2021 at 11:30 AM Video conferencing link for online pre-bid meeting: <a href="https://us02web.zoom.us/j/82873279056?pwd=cjYzS3JhQVUxWmxwQ0V0SkVnRkhvUT09">https://us02web.zoom.us/j/82873279056?pwd=cjYzS3JhQVUxWmxwQ0V0SkVnRkhvUT09</a> Meeting ID: 828 7327 9056 Passcode: 486359
Bid submission end date and time	08.11.2021 at 01 PM
Bid Validity Period	180 days
Mode of Submission	Online (CPP Portal)
Opening of Technical Bid date and time	09.11.2021 at 02 PM
Opening of Financial Bids	Shall be notified later
Method of selection	Quality & Cost Based Selection (QCBS- 70: 30)
Minimum Man-month requirement	48-man months as detailed in Clause 8 of Annexure I
E-mail for all correspondence	<a href="mailto:scyadav.sai@gov.in">scyadav.sai@gov.in</a>

## 3. INSTRUCTIONS TO BIDDERS

- 3.1. The Bidders can download this RFP from the website: <http://sportsauthorityofindia.nic.in> & CPP Portal website: <http://eprocure.gov.in/eprocure/app>. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in [Clause 2](#) of this RFP. **Definitions and Abbreviations:** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
- 3.2.1. "Purchaser" means the organisation purchasing services as incorporated in this document i.e., Sports Authority of India (SAI).
- 3.2.2. "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to offer services in accordance with the terms and conditions set out in this RFP;
- 3.2.3. "Agency", "Firm", "Company", "Bidder", "Consultant", "Service Provider" means any registered entity or person or associations of persons who submit their proposals for providing Services in accordance with this RFP.
- 3.2.4. "Services" means services as mentioned in this document and other such obligations of the supplier covered under the contract.
- 3.2.5. Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities and tasks to be performed.
- 3.2.6. "Notification of Award" or "NOA" means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.

- 3.2.7. "Contract" means the written agreement entered between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- 3.2.8. "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them.
- 3.2.9. "RFP" means this Request for Proposal issued by Sports Authority of India for the purpose as mentioned in this document.
- 3.2.10. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as interest free Security Deposit.
- 3.3. The Bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process on the e-Tendering portal as mentioned in [Annexure X](#). This section also mentions the guidelines for submission of bids.

#### **4. LANGUAGE OF BID**

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

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

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

#### **6. ELIGIBILITY CRITERIA**

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

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

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

- 7.4. Upon selection of a Bidder by SAI, the Service Provider shall enter into a detailed contract/agreement (“**Service Agreement**”) incorporating the provisions of this RFP and the successful Bid.
- 7.5. The term of association shall be for 16 months from the date of execution of contract/agreement, (excluding the interim period between submission of DPR and implementation of project) or until completion of all contractual obligations as per RFP whichever is later. SAI reserves the right to renew/extend the contract in writing for a period of another year at the same price (monthly rates for implementation support finalised in the tender).

## **8. BID VALIDITY**

- 8.1. The Bid shall remain valid for acceptance for a period of 180 days (One eighty days) days after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same.
- 8.2. In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.
- 8.3. In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

## **9. BID PRICES**

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

## **10. EARNESTMONEY DEPOSIT**

- 10.1. Bid Security/Earnest Money Deposit (EMD) has been replaced with Bid Securing Declaration as per Ministry of Finance, Department of Expenditure O.M. dated 12th November 2020.
- 10.2. However, all bidders are required to upload along with the technical bid, a duly signed and sealed copy of Bid Securing declaration as per [Annexure V](#).

## **11. BIDDERS QUERIES AND RESPONSES THERETO**

- 11.1. All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person on the email id [scyadav.sai@gov.in](mailto:scyadav.sai@gov.in). The queries should necessarily be submitted on or before scheduled date and time mentioned in the following format:

To, Sports Authority of India
<b>BIDDER’S REQUEST FOR CLARIFICATION</b>

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

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

**11.3.** SAI will host a Pre-Bid Conference (virtual), scheduled as per the details in the Bid Schedule. The bidder or its authorised representatives may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder's queries, together with proposed solutions. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The link shall be provided to the Bidders one hour prior to the scheduled meet.

**11.4.** Within reasonable time period from the Pre-Bid Conference, SAI will issue responses to all of the bidders' written queries, together with any other revised documents (if required).

**11.5.** Amendments to Bidding Documents:

- i. At any point of time, prior to the deadline for submission of Bids, SAI may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids.
- ii. Such an amendment will be uploaded on SAI website: [sportsauthorityofindia.nic.in](http://sportsauthorityofindia.nic.in), and CPP portal of Government of India [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders are, therefore, advised to refer to SAI website and CPP portal before submitting bids.

## **12. SUBMISSION OF BIDS**

**12.1.** Bids to be submitted online as per instructions in [Annexure IV](#) of the RFP.

**12.2.** SAI will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.

**12.3.** In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time on the next working day.

**12.4.** Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Bidders acknowledgement letter of bid submission at CPPP website: <http://eprocure.gov.in/eprocure/app>.

- 12.5. The Technical Bid is to be opened at the prescribed time and date as indicated in RFP Bid schedule. During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).
- 12.6. Financial bids of the technically qualified Bidders shall be opened online at the date, time and as intimated later on CPPP e-procurement website <https://eprocure.gov.in/eprocure/app>.
- 12.7. Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid schedule mentioned in [Clause 2](#) of the RFP shall not be considered.
- 12.8. The Bidders are required to upload the documents as per Documents to be submitted in Clause 05 & Annexure II of this RFP.
- 12.9. Bidders shall submit 'Online Bid' only in PDF/Scanned copy. Hard Copy of Bid documents will not be accepted.
- 12.10. The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
- 12.11. Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 12.12. All terms and conditions in the bid document shall stand freezed on the date of opening of the bid.
- 12.13. The proof of work orders for claim of relevant experience should be dated on or after the date of registration of the firm/ company/LLP etc.

### 13. SCRUTINY OF BIDS

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

- 13.1. Rejection of Technical Bids** - In addition to any other reasons stipulated in this RFP, technical Bids may be rejected under any of the following circumstances
- i. Incomplete bids that do not quote for the complete scope of work as indicated in the Bid-related documents, addendum (if any) and any subsequent information given to the Bidder.
  - ii. Information that is found to be incorrect/misleading at any stage during the tendering process.
  - iii. Incomplete Bids.
  - iv. Inclusion of Financial/Price Bid details in a technical Bid, or technical Bids that reveal quotations, in any form; and
  - v. Non-fulfilment of the eligibility criteria or minimum required score in evaluation criteria set out in this RFP, by the Bidder.
  - vi. Any Bid that does not comply with the conditions laid down by SAI.
  - vii. Any other reasons deemed fit by SAI.
- 13.2. Rejection of Financial/Price Bids** -In addition to any other reasons stipulated in this RFP, financial/price Bids may be rejected under any of the following circumstances:
- i. Incomplete Bids that do not set out the Service Fee for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder.
  - ii. Financial/Price Bids made through Tele fax/Telegraphic/Fax/E-mail/by post.

- iii. Bids which do not confirm unconditional validity of the bid for 180 days from date of opening of Bid.
- iv. Bids which do not conform to SAI bid format.
- v. Bids in respect to which the bidder does not accept SAI rectification of clerical/arithmetic discrepancies in the financial/price bid, if any.
- vi. Any Financial/Price Bid that does not comply with the conditions laid down by SAI.
- vii. If any firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

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

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

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

If during the preliminary examination, the purchaser finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser may reject or may 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.

#### **13.5. Discrepancies in Prices**

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

#### **14. EVALUATION CRITERIA**

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

- 14.3.** The Bid of the Bidder who gets the highest marks shall get the maximum weightage in Technical Evaluation, i.e., 70 marks and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.
- 14.4.** A Bidder must get a minimum of 70 marks (out of 100 marks) in the Technical Evaluation to proceed to opening of Financial/Price bid. The price bids of bidders scoring the minimum required marks of 70 in the Technical Evaluation Criteria will only be opened.
- 14.5.** The Bid of the Bidder who submits the lowest Financial/Price bid shall get the maximum weightage (30 marks) and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.
- 14.6.** The Bid of the Bidder, who obtains the highest total score (Ts) across the technical bid and the Financial/Price bid, will be rated as the 'Best Bid' and will be declared as the successful Bidder. Ts will be calculated as defined below:

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

Where,

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

- 14.7.** In the event that one or more Bidders have the same Ts value, the Bid with the lowest quoted price will be treated as "Best Bid". In case of further tie, the bidder with highest technical score (St) will be rated as the 'Best Bid'. Further, in the event that the bidders are still maintaining a tie, the bid from the bidder with the highest average turnover in the last 03 financial years ending March-2021, will be rated as the 'Best Bid'.
- 14.8.** Supporting documents for bid evaluation shall also be verified during presentation. The bidders are advised to make their presentation strictly according to the evaluation criteria based on the credentials submitted above.
- 14.9.** However, in case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid (as defined in 7.3.4 of Manual for Procurement of Goods/ Services 2017 issued by Department of Expenditure), SAI may waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI.

## **15. DECLARATION OF SUCCESSFUL BIDDER**

- 15.1.** Prior to the expiration of the validity period for the Bid, SAI notify the successful Bidder in writing by Notification of Award that its Bid has been accepted. SAI will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and SAI shall discuss and enter into a mutually agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Bidder and shall not have terms and conditions more onerous on the Service Provider than those contained in the RFP.
- 15.2.** The failure of SAI and the successful Bidder to agree to the terms and conditions of the Service Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals.

- 15.3.** Upon the successful signing of the Service Agreement by the Bidder and SAI, and the Service Provider furnishing the Performance Security, SAI will promptly notify the name of the winning Bidder to each unsuccessful Bidder and refund their respective Earnest Money Deposits.
- 15.4.** Term of the Service Agreement: The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.

## **16. PERFORMANCE SECURITY**

- 16.1.** In order to ensure the due performance of the awarded contract, the Service Provider/Successful Bidder shall, within 15 (fifteen) days of entering into the Service Agreement with SAI, furnish an irrevocable bank guarantee for an amount of 03% of the accepted value of the contract ("Performance Security") failing which an amount of 0.1% penalty per day of the contracted amount will be levied on the Bidder. Penalty is for specified period not exceeding further seven days and in case failure continues, the contract may be terminated by SAI and the bidder will be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 16.2.** The Performance Security in the form of Bank Guarantee or other valid formats like Fixed Deposit/Demand Draft/ NEFT Transfer shall be drawn from any Commercial Bank drawn in the favour of below account details, payable at New Delhi and is to be deposited in the office at Sports Authority of India (SAI) Gate No 10, JN Stadium New Delhi 110003 and/or intimated to the office through mail.

Secretary SAI

Union Bank of India Account No: 108510011000101

IFSC No. UBIN0810851

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

- 16.3.** The Performance Security shall be valid for a period of 180 (one hundred and eighty) days from the date of expiry of all contractual obligations. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by SAI. It may require revalidation from time to time as the case may be.
- 16.4.** All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Service Provider. No interest will be payable on the Performance Security by SAI.
- 16.5.** In the event of any failure/any breach or violation on the part of the Service Provider, which is not cured within reasonable time from receiving a written notice of such failure from SAI, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by SAI..

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

- 17.1.** SAI intends to do a phase-wise implementation of the project. The phases and requirements may evolve over time. The tentative plan with detailed scope of work during this period is mentioned in Clause 6 of [Annexure I](#).
- 17.2.** The term of association shall be for 16 months from the date of execution of contract/agreement, (excluding the interim period between submission of DPR and implementation of project) or until completion of all contractual obligations as per RFP whichever is later. SAI reserves the right to renew/extend the contract in writing for a period of another year at the same price (monthly rates for implementation support finalised in the tender). The resources with proper qualifications as required by SAI should be deployed within 30 days from the date of notification of award. If extension is needed in deployment of an employee, it should be properly informed to SAI authorities in advance.

## 18. MANPOWER REQUIREMENT

- 18.1. Bidder shall provide required number of skilled personnel each responsible for a specific role within the system as defined in Clause 8 of [Annexure I](#), Bidder must provide clear definition of the role and responsibility of each individual personnel as part of its proposal.
- 18.2. Bidder shall have a defined hierarchy and reporting structure for various teams that shall be part of the project.
- 18.3. The Clause 8 of [Annexure I](#) lists the minimum number and credentials of the key resources required for the successful implementation of the project. However, the Bidder shall account for any additional resources to be positioned for successful and timely completion of the project.
- 18.4. SAI reserves the right to interview all the proposed resources before accepting deployment in the project.
- 18.5. Bidder shall use commercially reasonable efforts to ensure it retains the services of its Key resources, including provisioning of competitive compensation, benefits and other conditions to its Resources to incentivize them to remain in Bidder's employment.
- 18.6. Bidder shall not make any changes to the composition of the Key resources and not require or request any member of the Key resource to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from SAI that would have the same effect):
  - Unless that person resigns, is terminated for cause, dies, is long-term disabled; In such an event, SAI Shall be immediately intimated.
  - Or Without SAI's prior written consent.
- 18.7. Deleted
- 18.8. Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key resource is not vacant for any longer than 07 days, subject to reasonable extensions, limited to a maximum of 15 days on special request by Bidder to SAI. However, in such cases the bidder will still be required to ensure the completion of the allocated work as per terms and conditions of the tender.
- 18.9. Before assigning any replacement member of the Key Resources to the provision of the Services, Bidder shall provide SAI with:
  - Curriculum vitae and any other information about the candidate that is reasonably requested by SAI; and
  - An opportunity to interview the candidate.
- 18.10. The bidder must provide replacement resource who score at least the same marks as the resource proposed originally on the same evaluation parameters defined in this Term of Reference document.
- 18.11. If SAI objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative resource.
- 18.12. The bidder must ensure at least 4 weeks overlap period for knowledge transfer in such replacements.
- 18.13. During the implementation of the project, there will be a fortnightly review /regarding the progress of the project during which all the resources should be present.
- 18.14. The bidder will be responsible to provide resources with laptops enabled with required tools related to work and development environment for completing this engagement.
- 18.15. The Bidder will immediately provide for replacement of resources in the event if SAI is not satisfied with the resource.

## 19. TERMS OF PAYMENT

- 19.1. The payment will be made as mentioned below, after satisfactory completion and acceptance of the required documents to be submitted as defined in Clause 7 of Annexure I. The invoices should be submitted along with satisfactory completion certificate from concerned authorities.

Payment Phase	Milestone/ Deliverables	Timelines (T=0=Date of Notification of award)
<b>Design Phase</b>		
Initial Payment	<b>Submission of Leading Practice Study Report</b>	<b>T+3 months</b>

<b>Payment Phase</b>	<b>Milestone/ Deliverables</b>	<b>Timelines (T=0=Date of Notification of award)</b>
(20% of Lumpsum price quoted for Design phase)		
2 <sup>nd</sup> Phase payment (50% of Lumpsum price quoted for Design phase)	<b>Submission of Draft Detailed Project Report to SAI</b>	<b>T+7 months</b>
3 <sup>rd</sup> Phase payment (30% of Lumpsum price quoted for Design phase)	<b>Submission of Final Detailed Project Report to SAI and acceptance of the same by SAI.</b>	<b>T+ 8 months</b>
<b>Implementation Phase</b>		
<b>Implementation Support</b>	<b>Monthly payment as per deployment</b>	<b>Monthly as per man month rate of resources deployed</b>

**19.2.** In the event SAI proposes any changes/clarifications/improvement in DPR, the same shall be done at no additional cost to SAI.

**19.3.** Time and quality shall be the essence of the contract.

**19.4.** Any delay incurred from the part of service provider against the above defined timelines will not be considered for payment by the purchaser. Such payments will attract penalty as per [Clause 21](#). In no circumstance, any payment excess to the contractual obligation will be made to the service provider.

**19.5.** Service Provider should furnish details of the location from where they are going to raise their Bills / Invoices to SAI.

**19.6.** Service Provider must raise their Bills / Invoices in the name of SAI along with completion certificate from the concerned authorities regarding each phase.

**19.7.** Payment must be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at source) as per the current Income-Tax Act and /or any other Govt. Orders / rules. The service provider shall be liable for taxes such as GST or any other applicable tax.

**19.8.** SAI will pay the amount as per the invoice by way of e-transfer/RTGS/NEFT through public financial management system, subject to satisfactory work and other parameters as may be defined by SAI.

**19.9.** Service Provider has to take all expenses into consideration while submitting the Price bid.

## **20. OTHER TERMS AND CONDITIONS OF THE BID**

**20.1.** All information / details submitted to SAI shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.

**20.2.** Save as expressly authorized by SAI in writing, the Service Provider shall not, without the prior express approval of SAI, incur any liabilities on behalf of SAI, pledge the credit of SAI or make any representations or give any warranty on behalf of SAI.

**20.3.** The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by SAI, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against SAI and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by SAI.

- 20.4.** The Bidder must strictly comply with all terms and conditions herein .SAI reserves the right to call upon any or all the Bidders to satisfy SAI regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, SAI may call upon any or all the Bidders to make a presentation to SAI in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or otherwise neglects to make such presentation to SAI shall not be considered for any further evaluation and shall stand immediately disqualified.
- 20.5.** Deleted.
- 20.6.** SAI is under no obligation to declare the Bidder quoting the lowest Fees as the successful Bidder. The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract as defined in [Clause 14](#) of this document.
- 20.7.** The Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of SAI, such offices and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of work.
- 20.8.** Privileges: The following privileges shall be extended to the Service Provider:
- a. Performance certificate to be issued by SAI to the Service Provider upon the satisfactory discharge of its services in respect of each Phase of the project.
  - b. Successful completion certificate to be issued by SAI after completion of contract to the satisfaction of SAI.
- 20.9.** Governing Law and Jurisdiction: The RFP and the relationship between the Bidder and SAI shall be interpreted in accordance with the laws of India. The courts of Delhi shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and SAI.
- 20.10.** It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. SAI shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/bought over by another company during the contract phase. SAI may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach of contract, has misrepresented or becomes bankrupt or otherwise insolvent, and/or SAI is not satisfied with the work of the Bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SAI. However, in the event SAI, wishes to terminate for convenience, it shall serve a notice period of 30 days to the Bidder, without any cost and/or liability.
- 20.11.** The bidder must monitor and deploy sufficient skilled manpower as defined in [Manpower Requirement](#) to complete the deliverables as per timelines mentioned in Scope of Work. However, the manpower as deployed by the Bidder, shall remain in the employment of the Bidder for all purposes and there shall be no employer-employee relationship between SAI and personal employed by the Bidder. The relationship between SAI and the Bidder shall be on principal basis only.

- 20.12.** The bidder has to ensure proper deployment of resources at site during all phases and the deployment plan should be approved by the purchaser in advance.
- 20.13.** It will be responsibility of the bidder to ensure and verify the educational qualifications and experience of the resources deployed in SAI.
- 20.14.** The bidder shall be responsible for ensuring timely payment to the resources deployed in the project and complying to all laws of the land including statutory liabilities while doing the same.
- 20.15.** The bidder is required ensure the availability of Manpower as mentioned in Clause 8 of [Annexure I](#) of this RFP and any unauthorised absence of resources for a period of more than 1 week after requirement will attract penalties.

## **21. PENALTY**

- 21.1.** In case the Service Provider fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, SAI reserves the right to impose the penalty at 0.50% of payment for work order/agreement per day subject to a maximum 10% for the project.
- 21.2.** If delay continues beyond, what is stipulated in 21.1 above SAI reserves the right to :
- i. Cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the SAI.
  - ii. The Service Provider shall be debarred from participating in such type of tender and his Performance Security may also be forfeited / invoked, if so warranted.
- 21.3.** No Penalty will be imposed for delay attributable to SAI or reasons or reasons which fall within the definition of Force Majeure as per [clause 28](#) of this RFP.
- 21.4.** The Purchaser will make payment after necessary deductions of penalty.
- 21.5.** For delay in service deliverables reasons not pertaining to selected bidder, the Purchaser shall take decision on extension of such timelines and levy of penalty. However, in the event SAI considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.
- 21.6.** For service delays, reasons not pertaining to the selected bidder, the Purchaser may consider extension of the service delivery timelines. The selected bidder shall highlight the delays in writing to the Purchaser.

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

- 22.1.** Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services / supplies to SAI, shall invite all or any actions / sanctions, as the case maybe. The decision of SAI arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to put pressure of any kind, may disqualify the bidder for the present RFP and the bidder may also be liable to be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 22.2.** SAI reserves the right to modify and amend any of the stipulated condition/criterion given in this RFP, depending upon project priorities vis-à-vis urgent commitments.
- 22.3.** SAI also reserves the right to accept/reject a bid, to cancel/abort RFP process and/or reject all bids at any time prior to award of work without thereby incurring any liability to the affected agencies on the grounds of such action taken by SAI.
- 22.4.** SAI may not award any work to the any bidder at its own discretion without assigning any reason thereof.

- 22.5.** Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 22.6.** The decision of SAI arrived during the various stages of the evaluation of the bids is final & binding on all bidders. Any representation towards these shall not be entertained by SAI. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.
- 22.7.** In case the bidder is found in-breach of any condition(s) of RFP at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- 22.8.** Any attempt by bidder to bring pressure towards SAI's decision making process, such Bidder shall be disqualified for participation in the present RFP and those Bidders may be liable to be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 22.9.** Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on SAI.
- 22.10.** Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained. SAI will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.
- 22.11.** Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document, shall be short-listed for further evaluation.
- 22.12.** It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to debarring from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 22.13.** Bidders are requested to share information which is true and based some tangible proofs.

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

- 23.1.** Intellectual Property Rights for any software property and documents (including source codes, databases, documents, training manuals, course content etc.) Developed for this project shall lie with the Purchaser in perpetuity for all purposes. The Intellectual Property Rights of all the software code, data, algorithms, documentation, manuals, etc. Generated as a part of implementation of this project shall solely vest with the SAI/Purchaser.
- 23.2.** The Bidder shall ensure that there is no infringement of any Intellectual Property Rights (IPR) of third parties. However, if a third party claims that a product delivered by the Bidder/ to Purchaser infringes that party's patent or copyright/IPR's in any form, the Bidder shall keep SAI/Purchaser fully indemnified in this regard and shall defend Purchaser against that claim at the Bidder's/ expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Bidder.
- 23.3.** The Bidder shall provide the source codes on Go-Live of the project. Any changes/ updates in the source codes done by the Bidder as part of the deliverables of the project during the contract period shall be provided to Purchaser as and when done. At the end of the contract period, final documentation shall be provided by the selected bidder to Purchaser with all updates and modifications failing which may lead to revoking the performance security by Purchaser.
- 23.4.** The Bidder agrees and acknowledges that all Intellectual Property Rights of work created by the Bidder in pursuance to this RFP/Tender Documents shall stand vested in favour of SAI for all purposes.

## **24. HANDOVER**

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

## **25. REPRESENTATIONS AND WARRANTIES**

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

## **26. INDEMNIFICATIONS AND LIABILITIES**

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

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

## **27. TERMINATION**

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

## **28. FORCE MAJEURE**

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

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

## **29. DISPUTE SETTLEMENT MECHANISM**

- 29.1.** All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. SAI and the Successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 29.2.** If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either SAI, New Delhi or the Successful Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996, as amended, the rules there under and any statutory modifications or re-enactments thereof and the award of such Arbitration Tribunal shall be enforceable in Indian courts only. In the case of a dispute or difference arising between SAI and a Successful Bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The award of the arbitrator will be final and binding on the parties to the Contract. The fees and the procedure of the Arbitration proceeding shall be in accordance with the prevailing policies of SAI.
- 29.3.** Venue of Arbitration: The Sole Arbitrator shall have its seat in Delhi.
- 29.4.** The Arbitration proceedings will be in English Language.
- 29.5.** Each party shall bear its own cost of preparing and presenting its own case (including all fees and other expenses), unless otherwise awarded by the sole arbitrator.
- 29.6.** The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of Arbitration proceedings.
- 29.7.** All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the High Court at Delhi/ New Delhi.

## **30. APPLICABLE LAW**

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

## **31. RESERVED RIGHTS**

- 31.1.** SAI reserves the right to;
- i. Accept/reject any of the RFP clause in full or part without assigning any reason thereof.
  - ii. Revise the requirement at a later stage as and when required.
  - iii. Amend, modify, relax or waive/delete any of the conditions/ scope of work stipulated in the RFP wherever deemed necessary, even after award of work.

- 31.2.** In the event of any misstatement or misrepresentation being discovered or detected in the information furnished from the documents submitted by the Bidder in response to this RFP or at any later stage, or in the event of any contravention by the Bidder of any condition or criterion stipulated, SAI shall terminate or cancel the appointment / engagement of the Bidder, and nothing shall be payable or be paid by SAI to the Bidder as compensation/damages or penalty;
- 31.3.** SAI will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if SAI decides to cancel the RFP process or for any reason whatsoever.
- 31.4.** The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal or costs incurred for providing any additional information required by SAI to facilitate the evaluation process.
- 31.5.** The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:
- Understood and examined the extent of the Rights, scope of Work and other information made available in writing by SAI, for the purpose of this RFP;
  - Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
  - Satisfy itself as to the correctness and sufficiency of the RFP.
  - Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with SAI or any of its government partners in relation to this RFP. Any clarifications and all information will be via e-mail only to scyadav.sai@gov.in No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFP.

### **32. CORRUPT OR FRAUDULENT PRACTICES**

- 32.1.** It is required by all concerned namely the Bidders/Successful Bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, SAI: -
- i. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
  - ii. Will declare a firm ineligible or debar/blacklist, either indefinitely or for a stated period of time, to be awarded a contract by SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.
- 32.2.** SAI reserves the right not to conclude the Contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.”

### **33. CONFIDENTIALITY**

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

- 33.2.** The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The Bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the Bidder and SAI. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of SAI or its successors or assignees, including work product prepared at SAI's expense, for other clients of the Bidder without the prior written approval of SAI. The Bidder is not authorized to identify SAI as a client for the purposes of marketing or for advertising, without the prior written approval of SAI. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on behalf of SAI or any copies thereof to SAI. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship with SAI without the prior written approval of SAI.
- 33.3.** All information and documents that are furnished by the Bidder will be treated as strictly confidential by SAI and shall not be disclosed by SAI to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

## **ANNEXURE 'I' | TERMS OF REFERENCE FOR CONSULTANCY SERVICES (TOR)**

### **1. General**

- 1.1.** The Sports Authority of India, New Delhi has been entrusted by the Ministry of Youth Affairs & Sports, with the assignment for engaging Consultancy Services for carrying out a leading practice study and preparation of the Detailed Project Report for designing a National Centre for Sports Science and Research (NCSSR) in India. The Consultant will, on finalization of the DPR, also support SAI in implementation of the project.
- 1.2.** In pursuance of the above, the SAI is inviting bids through online bidding process from Service providers/Consultants having sufficient experience and credentials to associate with SAI as Consultant for design and establishment of the NCSSR. Through this RFP, SAI is requiring very high standards of output from the appointed consultant to design a centre of sports science and research of an international level both in terms of quality and adherence to the agreed time schedule.

### **2. The National Centre for Sports Science and Research**

- 2.1.** Excelling in performance of his or her chosen sport is the major aim of any elite athlete. The drive to win, the desire to succeed and the ambition to push beyond the present limits of performance are all essential features of achieving excellence in elite sport. Athletes must constantly strive to attain peak levels of performance to reach and subsequently stay at the top.
- 2.2.** Practitioners within contemporary elite sport are constantly questioning their understanding and knowledge of the key elements of performance. If athletes are to attain world-class levels of performance, information from the continuous assessment of training and competition must be made available to aid in the evaluation of how players are performing and progressing. Many countries now possess a nationwide framework of state-of-the-art sports science support services to coaches which are designed to help foster the talents of elite athletes and improve their performance. With this objective, the Ministry of Youth Affairs and Sports, Department of Sports aims to establish the National Centre of Sports Science and Research (NCSSR) in Sports Authority of India. In future, it may be established as an autonomous organisation.
- 2.3.** Additionally, the NCSSR will also work with Department of Sports Sciences and Sports Medicine in select Universities/Medical Colleges. This is aimed to provide support to high level research education and innovation in sports sciences and sports medicine with respect to their application in high performance of elite athletes.

### **3. Aims and objectives of NCSSR**

- 3.1.** The aim of NCSSR is to maximise the sporting potential through the contribution of sports science towards developing athletes to achieve the desired performance and to prolong their competitive sporting career. Towards achieving this aim the objectives of NCSSR is to undertake following:
  - Performance enhancement of athletes through the use of sports science.
  - Basic and applied research in sports science.
  - Dissemination of sports science information.
  - Accreditation of testing services and training courses.
  - Testing and Certification of food supplements/Indigenous preparations.
  - Role of Ayurvedic/Homeopathic Medicines in sporting performance.

- Management and rehabilitation of sports injuries.

#### 4. Vision for NCSSR

The NCSSR will be the lead institution in India for supporting high performance athletes for achieving excellence in sports by providing highly integrated, quality assured services through performance evaluation techniques, development of leading experts through research and subsequently drive innovation and sharing of knowledge.

#### 5. Key functions of the proposed Centre

##### 5.1. Research

The NCSSR will have cutting edge research program in various research areas of sports science. NCSSR would establish strong networking with researchers in India and abroad to focus on research and exchange of information in the field of sports science.

##### 5.2. Academics

NCSSR would assist various regional centres of Sports Sciences & Medicine in academic activities by providing support & facilities to their students & researchers to undertake research, training and projects. The Centre would provide state of the art platform for the academics for technical assistance and collaborative research.

##### 5.3. Performance Enhancement

Sport science applies the study of science pertaining to sporting activities. The focus of sport science is to help maximise performance and endurance in preparation for events and competitions while lessening the risk of injury. The Scientists at NCSSR would help identify strengths and weaknesses so that training programs and protocols can be individualised for athletes towards enhanced performance. Research in Talent Identification and necessary protocols for the same would also form part of NCSSR.

##### 5.4. Testing Services

5.4.1. **Accreditation of testing services and training courses.** Quality Assurance Department would ensure the development & implementation of various programs across different disciplines in Sport Science. The accreditation of various courses and testing services would ensure credibility of the courses being offered and the comparability of testing services between different laboratories.

5.4.2. **Certification of food supplements.** It would provide information about food supplements in general and how supplements should be used. Certification of food supplements would enable athletes to not take those supplements that are banned or are at high risk of being contaminated with substances that could lead to a positive drug test.

##### 5.5. Monitoring of Universities and Medical Colleges

The quality assurance department would ensure monitoring of Universities and Medical Colleges covered under NCSSR in the field of Sports Sciences & Sports Medicine for the accreditation of various courses & services.

##### 5.6. Extension Support System

The Institute & its research centres would provide support to various sports academies, federations & sports persons for different facilities like testing, training and performance evaluation. This extension of services would be apart from routine assignments of the institute.

## 5.7. Management and Rehabilitation of Injuries

NCSSR would provide for management and rehabilitation of injury related to sports through comprehensive, rehabilitative and diagnostic services. NCSSR sports physicians and physiotherapists would be having great experience in elite sports from wide variety of areas, wherein they would work in multi-disciplinary means which will include strength and conditioning and coaches.

## 6. Scope of Services

6.1. SAI intends to do a phase-wise implementation of the project. The phases and requirements may evolve over time. The tentative plan with detailed scope of work during this period is presented below; however, exact timeline will be discussed and finalized during contract signing.

Phase	Scope Item	Details	Main Activity/ Timeline
Design Phase	Leading Practice Study	Design approach for shortlisting institutes of global and national repute to be covered in leading practice study. Up to 4-6 institutes are to be considered.	Leading Practice Study Report (3 months/timeline as submitted by the bidder] from the date of Notification of award)
		Secondary research to determine leading practices at identified institutes in areas including but not limited to - - departments, services and manpower - infrastructure requirement along with sports science & high-performance equipment - operating model & governance structure - funding source and sustainability model	
		Identification of similar/ comparable projects and developments across benchmark countries. Up to 3-4 projects are to be identified.	
		Study of major parameters including: <ul style="list-style-type: none"> <li>• Project size</li> <li>• Infrastructure/facilities offered</li> <li>• Project structure</li> <li>• Critical risk and success factors</li> </ul>	
		Focus-group discussions (FGDs) and workshops with subject-matter experts and eminent coaches and athletes to develop multi-stakeholder perspective on objectives and requirements of institute	
		Preparation of draft Leading Practice Study report	
		Workshop with client to gather feedback and identify gaps in draft report	
		Submission of final Leading Practice Study report incorporating feedback	
		Operating Model Design	
	Development of Governance Framework for NCSSR based on review of compliances and regulatory framework and mapping of stakeholders/authorities involved in governance of institute		

Phase	Scope Item	Details	Main Activity/ Timeline award)
		<ul style="list-style-type: none"> <li>- Framing of required BOQ of Equipment</li> <li>- Mapping existing facilities in the country and advise on the location of NCSSR (maximum three locations to be visited)</li> <li>- Mapping of existing facility at the approved location and designing of Spatial layout for establishment of the centre and various departments</li> <li>- Supported drawings for the layout will need to be included in the DPR</li> </ul>	
	<b>Financial Plan</b>	<p>Design of Organisation Structure of NCSSR as per identified departments and services and stakeholder consultation workshop to validate defined structure</p> <p>Definition of Job Descriptions and KPIs for key designations in Org. Structure</p> <p>Identification of Indian and foreign partner institutions and mapping to potential areas of collaboration</p> <p>Perform cost estimation for institute projecting year-wise recurring and non-recurring expenditure for 10 years</p> <p>Identification of revenue generation sources and suggestion on fund-raising initiatives/approaches</p> <p>Undertake Sensitivity analysis, Cost-benefit analysis, break-even analysis and Risk analysis</p> <p>Perform Cash flow analysis on the operation of the project</p> <p>Carry out economic impact analysis and work out the Economic Rate of Return (ERR) for the Project.</p> <p>Development of a long-term sustainability model for NCSSR utilising learnings from leading practice study and adapting to local context</p> <p>Development of partnership and linkages strategy for NCSSR to facilitate brand promotion and awareness</p>	
	<b>Portal Blueprint Design</b>	<p>Development of business case for web portal for NCSSR for stakeholder registration (NCSSR personnel, NCOEs, service users, SAI/MYAS etc.), maintaining records, transaction management, information dissemination, monitoring and generating MIS</p> <p>Workshop with client and experts for identification of key functionalities of portal</p> <p>Design of Business Requirement Document for web portal for NCSSR in consultation with experts</p>	
	<b>DPR preparation</b>	<p>Preparation of draft Detailed Project Report containing all the necessary aspects but not limited to:</p> <ul style="list-style-type: none"> <li>• Preamble, Objectives and Aims of NCCSR</li> <li>• Functions</li> <li>• Operating model including governance framework</li> <li>• Location and Infrastructure</li> <li>• Legal structure</li> <li>• Organizational structure</li> <li>• Staffing</li> <li>• Equipment planning including mapping of existing SAI facilities (minimum 3 facilities), spatial layout with drawings</li> <li>• Financial model</li> <li>• Implementation plan</li> </ul> <p>Workshop with client to gather feedback and identify gaps in draft DPR</p>	

Phase	Scope Item	Details	Main Activity/ Timeline
		Submission of final DPR incorporating feedback	
<b>Implementation Phase</b>	<b>Implementation Support</b>	Defining of implementation phases, milestones and KPIs for each phase in accordance with implementation plan.	<b>Implementation Support / 8 months after approval of DPR</b>
		Identification of functional departments for implementation and development of detailed processes for each functional department	
		Development policy/procedure documents like administration manual, roles and responsibilities matrix, code of conduct/ethics etc.	
		Assistance with preparation of advertisements, profiling and selection of key personnel.	
		Definition of workflows and mechanisms for each key process associated with identified services to be provided at NCSSR	
		Development of monitoring framework for tracking implementation progress and reporting and escalation mechanism	
		Design of risk assessment and mitigation plan for implementation	
		Provide procurement related support	
		<ul style="list-style-type: none"> <li>- Onboarding of partner organisations for relevant services at NCSSR.</li> <li>- Defining the scope of work for foreign collaborating partner.</li> <li>- Finalising of RFP for collaborating partner &amp; handholding SAI during on Boarding of collaborating partner.</li> <li>- Define &amp; monitor SLAs with collaborating partner during the terms of agreement with consultant.</li> </ul>	
		Knowledge transfer from Consulting team to the operating team	
		Assistance in identification of service providers for implementing various components of institute set up	
		Preparation of fortnightly and monthly reports on implementation status	
		Ad-hoc assistance to client on aspects like presentations, reports etc. For external stakeholders	

**6.2.** The engagement is proposed for 16 months (as per actual timeline), extendable for an additional year at the discretion of SAI authorities with required no. of resources at the same rate as quoted in this tender. The resources with proper qualifications as required by SAI should be deployed within 30 days from the date of notification of award. If extension is needed in deployment of an employee, it should be properly informed to SAI authorities in advance.

## **7. Reports and Documents to be submitted**

**7.1. Inception Report** - The report is to be submitted within 14 days of award of contract. It shall cover the following major aspects:

7.1.1. Project appreciation.

7.1.2. Detailed methodology to meet the requirements of the TOR finalised in consultation with the SAI officers; including scheduling of various sub-activities to be carried out

for completion of various stages of the work; stating out clearly their approach & methodology for project preparation after due understanding of the entire project and collection/ collation of necessary information.

7.1.3. Task Assignment and Manning Schedule.

7.1.4. Work programme.

7.1.5. Proforma for data collection.

7.1.6. Key plan and Linear Plan.

**7.2. Leading practice study Report** - The leading practice study report is to be submitted within 3 months of the award of contract. The Consultant is free to include any other relevant information which will further provide better information and strengthen the designing aspect of the NCSSR. Some prominent aspects which the report should cover are listed below:

7.2.1. Basis of selection of Institutions selected for covering in the report.

7.2.2. Relevant information on each of the institutions covered including their operating models, governance frameworks, leading partners, financial models, and sources of funding.

7.2.3. Information on departments and design structure of the institutions including infrastructure, laboratories, play fields if any and other supporting structures.

7.2.4. Risk factors and sustainability mechanisms.

7.2.5. Record of Discussions with subject matter experts, Coaches and eminent past and present athletes and summary of actionable points in reference to the objectives and requirements of the proposed NCSSR.

**7.3. Detailed Project Report.** The DPR will be a substantive document and will contain all aspects of the project. The Leading Practice study will also be incorporated in the DPR. The DPR will contain aspects as mentioned but not limited to: -

7.3.1. **Preamble, Objectives and Aims of NCCSR.** Detailed background and justification for establishment of NCSSR, its aim and objectives and perceived outcomes.

7.3.2. **Operating model including governance framework.** The operating model with various departments and sub-departments. Organisational chart with departmental structure. Development of Governance Framework for NCSSR based on review of compliances and regulatory framework and mapping of stakeholders/authorities involved in governance of institute. Functions of various departments.

7.3.3. **Location and Infrastructure.** Report from mapping of existing facilities and suggesting the correct location with site advantages and dis-advantages. The required infrastructure layout with spatial drawings and recommended equipment for setting up a world class sports science practice and research centre with all allied functions as detailed in the TOR.

7.3.4. **Legal structure.** • Identification and definition of legal structure including framing of bye laws and requirement of advisory boards/ Governing Body/other relevant committees etc. and definition of ownership at inception as per prevalent laws and regulations

7.3.5. **Manpower Requirements.** Complete Manpower requirement with detailed job descriptions, duties, and responsibilities. Reporting structure and recommended appraisal format at various levels. Suggestions for staff development and promotions can also be incorporated.

7.3.6. **Financial model.** Financial plan with complete costs for initial set-up, annual budget requirements with income and expenditure for next 5 years, sensitivity analysis, cost

benefit analysis, break even plan with costing for various facilities offered. Economic Impact analysis and ERR.

7.3.7. **Partnerships & Linkages.** Recommend National and International partners for individual or grouped services provided at NCSSR clearly defining the role of each stakeholder in the partnership

7.3.8. **Implementation plan** – Design a comprehensive implementation plan identifying phases of implementation, outputs and activities of each phase and detailed timeline and milestones for implementation.

*Note – Aforementioned points covered under each document is indicative and the actual content of each document will be finalized in discussion with Consultant and relevant stakeholders.*

## 8. Constitution of the Team/ Minimum Proposed Manpower Deployment

8.1. The project would essentially require a definitive team consisting of Program Director, Project lead and Consultants. An illustrative minimum team deployment for the various requirements is as below:

Phase	Deliverables, Timeline	Minimum Manpower Requirement	Minimum Man month Requirement
Design Phase (Phase I)	D1: Leading Practice Study Report (3 months from the date of notification of award)	Program Director/ Sports Science Expert- 1 position	Program Director/ Sports Science Expert - 8-man months
	D2: Submission of Operating Model & Business Plan	Project Lead- 1 position	Project Lead- 8-man months
	D3: Preparation of Detailed Project Report (8 months from the date of notification of award)	Consultants- 2 position	Consultants- 16-man months
Implementation Phase (Phase II)	D4: Implementation Support :8 months	Project Lead- 1 position Consultant- 1 position	Project Lead- 8-man months Consultants- 8-man months

The above list shows minimal manpower to be deployed during the Consultancy term. The service provider is advised to independently evaluate the scope of work and can deploy any additional manpower as required to complete the deliverables within proposed timelines. The Bid documents should include the complete man-month deployment of all resources meeting at least the minimum man month requirement (w.r.t each resource) detailed above, along with requisite justification. The bids will be evaluated based on the proposed manpower and proposed timeline as detailed in clause 2, Annexure III. The work-plan of each month along with deployment plan should be communicated to SAI in advance.

The consultant should ensure that the proposed phase wise man months in the deployment plan (Annexure IX (B)) should be equal to or greater than the minimum man months (w.r.t each resource) defined against each phase/expert in table above, failing which the Financial Proposal will be adjusted with man-month rate available in the financial proposal.

**Note: Owing to approvals on the submitted DPR, there would be a gap of minimum 3 months between DPR submission and start of implementation phase.**

8.2. Roles and responsibilities of aforementioned resources is presented below:

S No	Type of Resource & minimum required deployment	Qualification, Experience and Roles & Responsibilities
1	Program Director/ Sports Science Expert- 08-man months	<p>The Program director is envisaged as one who has the requisite educational as well as work experience in a leading Sports Science setup. A person with very high credentials in applied sports science as well as research and having worked practically with sports persons would be desirable to provide his expertise to the team.</p> <p><b>Qualification and Experience:</b></p> <p>Masters in any of the Sports Science Subjects/ Sports Medicine with more than 10 years of work experience. Note: Masters/ PhD in Physical Education will not be considered for this post.</p> <p><i>In case a firm is proposing Program Director/ Sports Science Expert from Foreign/Indian Sports educational/research/Training institutions, a 'No Objection Certificate' from the concerned institution should be enclosed with the CV of the proposed key personnel committing his services for the instant project.</i></p> <p><b>Roles &amp; Responsibilities:</b></p> <p>Heading the Design Phase as per scope of work and project requirement. These may include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1) Directing the Project Consulting Team in most efficient manner</li> <li>2) Review of all deliverables including reports, plans etc.</li> <li>3) Oversee the project designing by coordinating with all stakeholders for preparation of DPR.</li> <li>4) Providing key inputs in BOQ Preparation of scientific equipment and their utilisation</li> <li>5) Providing expertise in finalising spatial layout of the centre after mapping of existing facility Providing key inputs in selection of required key personnel for the project.</li> <li>6) Provide report on a weekly/monthly/ quarterly basis to management and stakeholders</li> </ol>
2	Project Lead (16-man months)	<p><b>Project Lead will be leading the Project and should have the requisite educational as well sports background to assimilate the requirements and suggest the right mix.</b></p> <p><b>Qualification and Experience:</b></p> <p>Postgraduate with more than 05 years of work experience.</p> <p><b>Roles &amp; Responsibilities:</b></p> <p>Leading the Team in all activities as per scope of work and project requirement. These may include, but are not limited to:</p>

S No	Type of Resource & minimum required deployment	Qualification, Experience and Roles & Responsibilities
		<ol style="list-style-type: none"> <li>1) Review of all deliverables including reports, plans etc.</li> <li>2) Compiling research and data analysis and ensuring the quality of all deliverables</li> <li>3) Manage the project implementation by coordinating with all stakeholders and ensure timely completion.</li> <li>4) Managing stakeholder expectations and ensuring their active participation in project implementation</li> <li>5) Act as primary point of contact for all external stakeholders and experts</li> </ol>
3	<p><b>Consultant (2 Consultants required during design phase – 8 months, 1 Consultant required during Implementation Phase-8 months) 24-man months</b></p>	<p><b>The Consultants will be the working machine of the Project and should be well versed with sports subjects as also with the preparation of DPRs.</b></p> <p><b>Qualification and Experience:</b> Postgraduate with more than 03 years of work experience.</p> <p><b>Roles &amp; Responsibilities:</b> Actively supporting the team in all activities as per scope of work and project requirement. These may include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1) Conducting research and data analysis for all deliverables</li> <li>2) Drafting of reports, frameworks, plans and other work products</li> <li>3) Drafting of status reports</li> <li>4) Support in identification of and communication with experts and external stakeholders</li> <li>5) Prepare minutes for all key meetings</li> <li>6) Maintain repository of reference material</li> <li>7) Providing ad-hoc support as necessary</li> </ol>

- The bid should contain a declaration from Program Director/ Sports Science Expert stating that he/she will be available for executing his/her roles and responsibilities as described above during the duration of the project.
- All resources are required to be available for all online/physical meetings with the purchaser, during deployment period. Deployment of Project Lead and Consultants can be onsite/ offsite as per project requirement. Project Lead and Consultants are to be completely assigned/deployed for the project.

## ANNEXURE 'II' | DOCUMENTS TO BE SUBMITTED

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

Sl. No.	Criteria	Document to be submitted online
<b>I. General Documents</b>		
1.	<b>Bid Securing Declaration</b>	Scanned copy of Signed and Stamped Bid Securing Declaration Form as per <a href="#">Annexure V</a> .
2.	<b>Bid Submission Form</b>	Scanned copy of Signed and Stamped Bid Submission Form as per <a href="#">Annexure IV</a> .
3.	<b>Authorized Signatory</b>	Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents. OR Signed and scanned copy of Board resolution in favour of Authorized signatory of the bidder. (Sample Attached at <a href="#">Annexure VI</a> )
4.	<b>Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments</b>	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
<b>II. Pre-Qualification Documents: Criteria as Mentioned in Clause 1 of <a href="#">Annexure III</a>.</b>		
A	<b>Legal Entity</b>	1. Copy of Certificate of Incorporation, Registered Partnership Deed, LLP Registration etc... 2. Copy of Registration Certificates with the GST & IT(PAN) Authorities.
B	<b>Consulting Experience</b>	Work order or contract should be more than 05 years old from the date of Opening of Tender establishing existence in consulting business for more than 05 years.
C	<b>Turnover</b>	Certificate by Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per <a href="#">Annexure VIII</a> or Copies of audited balance sheet and Profit & loss statement of FY 2018-19, FY 2019-20 & FY 2020-21.
d	<b>Qualification of Manpower</b>	<ul style="list-style-type: none"> <li>CV as per format at <a href="#">Annexure IX</a>.</li> </ul> Documents proving Eligibility and Evaluation criteria including Certificate of MBA/ Masters in Sports Management/ Post graduation and Work Experience. <b><i>In case a firm is proposing Program Director/ Sports Science Expert from Sports educational/research/Training institutions from India or abroad, a 'No Objection Certificate' from the concerned institution should be enclosed with the CV of the proposed key personnel committing his services for the instant project.</i></b>
e	<b>Fit and Proper Person</b>	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory, as per conditions mentioned in Annexure III.
<b>III. Evaluation Criteria Documents: Criteria as Mentioned in Clause 2 of <a href="#">Annexure III</a></b>		
a	<b>Average annual turnover</b>	Certificate by Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per <a href="#">Annexure VIII</a> or Copies of

Sl. No.	Criteria	Document to be submitted online
		audited balance sheet and Profit & loss statement of FY 2018-19, FY 2019-20 & FY 2020-21.
b	Overall Experience relevant to the current assignment (DPR for Educational/Sports Institutes):	<a href="#">Annexure VII</a> along with Work Order + Completion Certificates/ payment proof from client /certification from a Chartered Accountant certifying the claim required for each project
	Overall Experience relevant to the current assignment (DPR for Educational/Sports Institutes):	
c	Sports Sector Experience: Experience of executing sports consulting projects (event management projects will not be considered) during last 10 years from the date of opening of bid.	
d	Quality of Manpower for the Project	<ul style="list-style-type: none"> <li>CVs as per format at <a href="#">Annexure IX</a>. Documents proving Eligibility and Evaluation criteria including Certificate of Masters/ PhD/MBA/ Masters in Sports Management and Work Experience. <i>In case a firm is proposing Program Director/ Sports Science Expert from Sports educational/research/Training institutions from India or abroad, a 'No Objection Certificate' from the concerned institution should be enclosed with the CV of the proposed key personnel committing his services for the instant project.</i></li> <li>The Bid documents should include the complete man-month deployment of all resources along with requisite justification as per <a href="#">Annexure IX B</a></li> </ul>
e	Approach & Methodology	The presentation should be submitted along with the proposal and if necessary and if the situation permits the consultants shall be asked to formally present the same through online medium or in person.
5.	Financial Bid	As per format at Annexure XI, Price Bid Format. To be uploaded only in the Price Bid Section of CPP Portal.

**Note:**

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

## ANNEXURE 'III' | ELIGIBILITY & EVALUATION CRITERIA

### 1. ELIGIBILITY CRITERIA

#	Description of Criteria
1	<p>A. Bidder should be a registered legal entity recognised under the legal statute of the country including any Company, Partnership firms/LLP for more than 5 years from the date of opening of bid.</p> <p><i>Note: JV/Consortium is not allowed.</i></p> <p>B. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status for more than 5 years on the date of opening of the bids.</p>
2	<p>Should have been in Consulting Business for more than 05 years from the date of Opening of Tender.</p> <p>Note: Only those work orders which are issued after the date of registration as a legal entity will only be considered for evaluation. Work order or contract should be more than 05 years old on the date of opening of the bids establishing existence in consulting business for more than 05 years.</p>
3	<p>The bidder should have an average annual turnover of at least INR 1 Cr. over last three financial years ending FY 2020-21.</p> <ul style="list-style-type: none"> <li>• In case audit of the firm is pending for the FY 2020-21 is pending, provisional accounts certified by CA will be considered. In case of non-availability of provisional accounts, annual turnover of 2017-18 will be accepted for evaluation.</li> </ul>
4	<p>The proposed Manpower should meet the Minimum Required qualification as on date of opening of the Tender.</p> <p>Minimum Required Qualification: As defined in Annexure I, Clause 8.2</p>
5	Self-certificate and/or Letter of Undertaking regarding Fit and Proper Person in RFP

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

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

- The Bidder should not have been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.

## 2. EVALUATION CRITERIA

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

	<b>Evaluation Criteria</b>	<b>Max Marks</b>	<b>Sub Marks</b>	
1	<b>Average annual turnover in last three financial years ending FY 2020-21.</b>	Average Annual Turnover: >1 Cr. and ≤ 5 Cr.- 4 marks Average Annual Turnover > 5 Cr. and ≤ 10 Cr.- 8 marks Average Annual Turnover >10 Cr.- 10 marks	<b>10</b>	
2	<b>Overall Experience relevant to the current assignment (DPR for Educational/Sports Institutes):</b> Experience of preparing Detailed Project Reports (DPR) for setting up of Educational/Sports institutes in India during last 10 years from the date of opening of bid.  <i>Note: Only those work orders which are issued after the date of registration as a legal entity will only be considered for evaluation</i>	Project with DPR for feasibility study, operating model, governance structure, spatial layouts/ cost estimation in Sports Domain focusing on sports science and/or sports medicine, sports research, sports coaching etc – 2 marks per project.  (Maximum five projects will be considered for evaluation)	<b>10</b>	
3	<b>Government Experience (DPR for Government Projects):</b> Experience of executing projects for central or state ministries/ PSEs/ Government undertaking organizations involving DPR preparation including development of operating model/governance structure/ cost estimation exercise during last 10 years from the date of opening of bid.  <i>Note: Only those work orders which are issued after the date of registration as a legal entity will only be considered for evaluation.</i>	Project with DPR for feasibility study, operating model, governance structure, spatial layouts/ cost estimation etc.– 1 mark per project (Maximum five projects will be considered for evaluation)	<b>5</b>	
4	<b>Sports Sector Experience: Experience of executing sports consulting projects (event management projects will not be considered) during last 10 years from the date of opening of bid.</b>  Sports consulting projects involving multi-purpose sports complexes / sports infrastructure/ market assessment / transaction advisory projects in the field of sports will be considered for evaluation  <i>Note: Only those work orders which are issued after the date of registration as a legal entity will only be considered for evaluation</i>	Project on sports consulting only - 2 marks per project (Maximum five projects will be considered for evaluation)	<b>10</b>	

	Evaluation Criteria	Max Marks	Sub Marks
5	<b>Quality of Manpower for the Project</b> <b>Note: Experience of Manpower will be considered from the date of Opening of Tender</b>	<b>20</b>	
	<b>Program Director/ Sports Science Expert Required Qualification and Experience:</b> Masters in any of the Sports Science Subjects/ Sports Medicine with more than 10 years of work experience. Note: Master's in physical education will not be considered for this post.		
	PhD in Sports Science/Sports Medicine subject		5
	Experience of working in Sports Science in a University/Institute/Organisation of National/ International repute for at least 05 years		10
	Published papers in SCOPUS indexed International Sports Science /Sports Medicine Journals (one mark for each publication)		5
	<b>Project Lead: Required Qualification and Experience:</b> <b>Postgraduate with more than 05 years of work experience.</b>	<b>12</b>	
	MBA/ Masters in Sports Management		2
	<b>Work Experience</b> >7 years- 7 Marks 5-7 years- 5marks Less than 5 years Nil		7
	<b>Work Experience of more than 2 years in Sports Domain</b> (This will be evaluated only if the proposed resources are having minimum 05 years of work experience)		3
	<b>Consultant</b> <b>Postgraduate with more than 03 years of work experience.</b> (Only Profile of 01 Consultant will be considered evaluation)	<b>8</b>	
	MBA/ Masters in Sports Management		2
	<b>Consulting experience</b> More than 5-year experience-6 marks 3-5 years' experience- 3 marks		6
6	<b>Approach &amp; Methodology</b>	<b>25</b>	
	<b>Technical Presentation</b>		
	Understanding of the Project		10
	Adequacy of Deployment Plan and justification on how bidder will ensure project delivery within proposed timeline.		5
Approach & methodology including case study of reputed Sports Science Research and practice Institutes		10	

**Note:**

1. Documentation required against each criterion is detailed in [Annexure II](#).
2. Ongoing projects will not be considered for evaluation against any of the above criteria.

## **ANNEXURE 'IV' | BID SUBMISSION FORM**

To,  
Sports Authority of India.

**Sub:** "Selection of Consultant for Design & Establishment of National Centre for Sports Science and Research (NCSSR)"

Dear Sir,

1. With reference to the RFP dated \_\_\_\_\_ for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We \_\_\_\_\_, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with SAI (Sports Authority of India) as Consultant for Design & Establishment of National Centre for Sports Science and Research (NCSSR) as per terms mentioned in this RFP.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
4. I/We shall make available to SAI, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the SAI, to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We agree to keep our Bid valid for acceptance for 180 (One Hundred and Eighty) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. 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. I/ We, acknowledge and agree that SAI shall be entitled to forfeit the performance security without protest and demur in case of any breach of terms and conditions of RFP/Agreement by us.
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/we certify that we fulfil the "Fit and Proper Person" criteria as mentioned in this RFP document.
9. I/we understand that SAI may cancel the Selection Process at any time and that SAI neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
10. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
11. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

- a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI.
- b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with SAI or any other public sector enterprise or any government, Central or State; and
- c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. It is certified that the bidder is not directly to any employee of Sports Authority of India/

Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if

- a. They are members of a Hindu undivided family; or
- b. They are husband and wife; or
- c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

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

**ANNEXURE 'V' | BID SECURING DECLARATION FORM**

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

Tender

No.

To

-----  
Sports Authority of India  
HO J.N. Stadium,  
New Delhi 110003.

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification, if I am /We are in a breach of any obligation under the bid conditions as below:

- a) withdraws/modifies/amends the submitted bid against this tender, impairs or derogates from the tender, during the period of bid validity specified in this tender.; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
  - (i) fail or refuse to execute the contract, or
  - (ii) fail or refuse to furnish the Performance Security, in accordance with the terms of this tender document.

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

- (i) the receipt of your notification of the name of the successful Bidder and submission of required Performance Security, in accordance with the terms of this tender document;  
or
- (ii) thirty days after the expiration of the validity of my/our Bid.

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

Corporate Seal (where appropriate)

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

**(Note- Board resolution in case of company)**

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

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

IN WITNESS WHEREOF WE, ..... THE ABOVE-NAMED PRINCIPALHAVEEXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2020.

For .....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

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

Notes:

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 50 (fifty) and duly notarized by a notary public.*

## ANNEXURE 'VII' | ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER

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

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

### IMPORTANT:

1. Use separate sheet for each Eligible Project. Please mark each sheet as Annexure II(a), Annexure II(b), Annexure II(c)... for each different project.
2. Please provide proof of eligible projects undertaken with a copy of Successful Completion Certificate attached from the Purchaser. In case Successful Completion Certificate is not available, copy of work order/copy of agreement along with bank statement in respect of the same countersigned by CA must be submitted. The submitted testimonial MUST contain detailed description of work (Scope of Work and TOR) carried out by the Bidder.

## ANNEXURE 'VIII' | ANNUAL TURNOVER

S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)
Select any three out of four previous financial years mentioned below.		
1.	2017-18	
2.	2018-19	
3.	2019-20	
4.	2020-2021	
<b>Certificate from the Statutory Auditor</b>		
This is to certify that the average turnover of the bidder from in the last three years is Rs. _____. (In words)		
<b>Name of the audit firm:</b>		
<b>Seal of the audit firm</b>		
<b>Date:</b>		

(Signature, name and designation of the authorized signatory)

Note:

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder.
- In case audit of the firm is pending for the FY 2020-21 is pending, provisional accounts certified by CA may be considered. Audited accounts and Report prior to 2017-18 will not be accepted.

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

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

**Education:**

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

**Countries of work experience:**

**Employment Record**

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

**Total Work Experience (Relevant):** ..... (in years)

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

**Work Experience:**

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

**Certification:**

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Endorsement of HR Department/Head of Academic Department**

## ANNEXURE 'IX- B' | DEPLOYMENT PLAN

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

Sl. No.	Name	Designation of the resource as per RFP	Experts Inputs in Man months per each deliverable listed in Section 8 of Annexure I				Total Man months per Expert
			D1	D2	D3	D4	
<b>I Design Phase</b>							
a		Sports Science Expert					
d		Project Lead					
e		Consultant1					
f		Consultant2					
g							
h							
<b>II Implementation Phase</b>							
a		Project Lead					
b		Consultant1					
c							
d							
e							

- Note: The bidder should ensure that the proposed phase wise man months in the deployment plan should be equal to greater than the minimum man months defined against each phase and expert in Clause 8 of Annexure I, failing which the Financial Proposal will be adjusted with man-month rate available in the financial proposal.

## **ANNEXURE 'X' | 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 enrol 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). 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.
- (iv)

### **4. PREPARATION OF BIDS**

- (i). Bidder should take into account corrigendum/amendment/modification 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 Bid Security 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 (i.e. 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 query 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 contact person indicated in the tender.
- (ii) Any query 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 Contact number for the helpdesk is 1800 3072 2232.

## ANNEXURE 'XI' | PRICE BID FORMAT

The format for uploading the price bid that will be uploaded in the CPP Portal.

Sl. No.		Qty.	Rate (Excl. of Tax) in INR	Applicable Tax (GST) %	Quote (Incl. of Tax) in INR (= Qty* [(1) + [(1) *(2) %]])
I	Lumpsum quote for Design Phase	1			A1
II	Implementation Phase				
	Lumpsum quote for monthly Implementation Support	8			A2
<b>Total Quoted Price to considered for Financial Evaluation: 'Sf'</b>					<b>=(A1+A2)</b>

- Sf, the Financial Score will be derived as mentioned above

**\*Taxes will be applicable as per existing government norms.**

**\*Bidder should consider all overhead costs while quoting.**

Sl. No.		Man-month Rate (Excl. of Tax) in INR	Applicable Tax (GST) %	Man-month Rate (incl. of Tax) in INR = (1) + [(1) *(2) %]
I	Program Director/ Sports			A3
II	Project Lead			A4
III	Consultant			A5

- Total Quoted Price 'Sf' should be inclusive of all rates for all manpower proposed by the bidder as part of their proposal. The man-month rate for each of the consultants should of each profile should be indicated separately, so that SAI may make use of these rates in case SAI wishes to deploy any additional manpower during the project.** Sf, the Financial Score will be derived as mentioned above

**\*Taxes will be applicable as per existing government norms.**

**\*Bidder should consider all overhead costs while quoting.**

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

To

\_\_\_\_\_,  
\_\_\_\_\_.

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

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

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

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

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

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

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

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

**ANNEXURE 'XIII' | - DRAFT CONTRACT AGREEMENT FORMAT**

Contract No \_\_\_\_\_ dated \_\_\_\_\_

**This is in continuation to this office's Notification of Award No. \_\_\_\_\_ dated \_\_\_\_\_**

1. Name & address of the Contractor: \_\_\_\_\_
2. SAI's Bidding Document/RFP No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the SAI.
3. Contractor's Bid No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the Contractor and the SAI in connection with this Bid.
4. In addition to this Contract Agreement Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
  - (i) General Terms and Conditions of Contract as mentioned in above RFP
  - (ii) Scope of Services as mentioned in Terms of Reference of the RFP
  - (iii) Other Terms and Conditions of the RFP and Bid;
  - (iv) Bid Form furnished by the Contractor
  - (v) Price Schedule(s) furnished by the Contractor in its Bid;
  - (vi) SAI's Notification of Award
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
  - (i) Brief particulars of services which shall be performed/ provided by the contractor are as under:

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

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

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

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

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

Received and accepted this contract

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

\_\_\_\_\_  
(Seal of the Contractor)  
Date: \_\_\_\_\_

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