



REF. NO. 4/VII/RFP/Insurance.Coverage/KIYG/KI/2018-19

**REQUEST FOR PROPOSAL (RFP)**

PROPOSAL FOR PROCUREMENT OF INSURANCE COVERAGE  
FOR  
**KHELO INDIA YOUTH GAMES**

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**SPORTS AUTHORITY OF INDIA (SAI)**

1<sup>ST</sup> FLOOR, SAI, HQ, JLN STADIUM, ENTRY NO 10 LODHI ROAD, NEW DELHI

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## **DISCLAIMER**

1. The information contained in this RFP document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by Sports Authority of India (SAI) or Khelo India (KI) or any of their employees is provided to Bidder(s) on the terms and conditions set out in this RFP Document and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by SAI to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the bidder in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations, studies and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SAI/KI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. SAI/KI, makes 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, completeness or reliability 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 Bid Stage. SAI also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

## SECTION I | INVITATION FOR ONLINE BIDS

### 1. INVITATION

- 1.1. Sports Authority of India (hereinafter referred to as “SAI”) Invites Online Bids from reputed Public Sector Insurance Agencies for Procurement of Insurance Coverage for KHELO INDIA YOUTH GAMES MAHARASHTRA, 2019 under the Khelo India Scheme.
- 1.2. Manual Bids shall not be accepted.
- 1.3. This Request for Proposal (RFP) Document provides the relevant information as well as instructions to assist the prospective bidders (“Bidders”) in preparation and submission of Bids. It also includes the mode and procedure to be adopted by SAI for receipt and opening as well as scrutiny and evaluation of Bids and subsequent conclusion of Contract.

### 2. CRITICAL DATE SHEET

Sr. No	INFORMATION	DETAILS
1	Publishing of RFP through e-tender	<b>24.12.2018</b>
2	Earnest Money Deposit (EMD)	<b>INR 38,900/- (Thirty Eight Thousand Nine Hundred Only)</b>
3	Last date for submission of written queries for clarifications.	<b>26.12.2018 by 5:00 PM</b>
4	Date of Pre-Bid conference and Venue.	<b>27.12.2018 at 2:20 PM Conference Room, SAI HQ, JLN Stadium Complex, Gate No. 10, Lodhi Road, New Delhi</b>
5	Release of response to clarifications (by email only)	<b>28.12.2018 by 5:00 PM</b>
6	Last date and time (deadline) for submission of Proposal	<b>31.12.2018 by 12:30 PM</b>
7	Place, Time and Date of opening of Technical proposals received in response to the RFP notice	<b>01.01.2019 at 1:00 PM Conference Room, SAI HQ, JLN Stadium Complex, Gate No. 10, Lodhi Road, New Delhi</b>
8	Place, Time and Date of opening of Commercial proposals received in response to the RFP notice	<b>01.01.2019 at 3:00 PM Conference Room, SAI HQ, JLN Stadium Complex, Gate No. 10, Lodhi Road, New Delhi</b>

### 3. BIDDERS' QUERIES AND RESPONSES THERE TO

All enquiries from the bidders relating to this RFP must be submitted exclusively to the contact person at the given email address. The queries should necessarily be submitted on or before scheduled date and time mentioned in the Critical Date Sheet in the following format:

To, Regional Director
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Sports Authority of India/ Khelo India, New Delhi.			
<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, fax and email points of contact & contact details of local office as well
			Tel:
			Fax:
			Email:
<b>Sl. No.</b>	<b>Bidding Document Reference(s) (section number/page)</b>	<b>Content of RFP requiring clarification</b>	<b>Points of Clarification required.</b>
<b>1</b>			
<b>2</b>			

- 3.1. All enquiries should be sent to “SAI” only through email only. SAI shall not be responsible for ensuring that Bidders’ enquiries have been received by them. SAI shall 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 to all the Bidders.
- 3.2. SAI will host a Pre-Bid Conference, scheduled as per the details in the Critical Date Sheet in Section I of the RFP. The representatives of the interested Bidders 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.
- 3.3. Within 2 days from the Pre-Bid Conference, SAI shall issue responses to all of the Bidders’ written queries, together with any other revised documents (if required).
- 3.4. Bidder may also download the RFP from the web site- [www.sportauthorityofindia.nic.in](http://www.sportauthorityofindia.nic.in), [www.kheloindia.gov.in](http://www.kheloindia.gov.in) & CPP Portal of Govt. of India i.e. <http://eprocure.gov.in/eprocure/app>. Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal <http://eprocure.gov.in/eprocure/app>.
- 3.5. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Tenderers/Bidders are advised to follow the instructions provided in the ‘Instructions to the Bidder/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>.
- 3.6. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website: <https://eprocure.gov.in/eprocure/app>, [www.kheloindia.gov.in](http://www.kheloindia.gov.in) and SAI website [www.sportauthorityofindia.nic.in](http://www.sportauthorityofindia.nic.in) shall not tamper/modify the tender form including

downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with SA.

**RD, KHELO INDIA,  
SPORTS AUTHORITY OF INDIA,  
NEW DELHI**

## SECTION – II | INSTRUCTIONS TO BIDDERS (ITB)

### 1. INTRODUCTION

- 1.1. Sports Authority of India (hereafter referred as “SAI”) invites proposal from Public Sector Insurance Agencies for Procurement of Insurance Coverage for the Khelo India Youth Games (KIYG), 2019. The Insurance Agency is required to execute and manage all the Insurance elements during Games as per the Scope of Work listed in Section 3 of the RFP for KIYG, 2019.
- 1.2. The second edition of Khelo India Games (termed as ‘Khelo India Youth Games’) for under-17 and under- 21 years age group is being proposed from 9<sup>th</sup> to 20<sup>th</sup> January 2019 and is the Main Event for this year under the aegis of Khelo India Annual Games. This edition is likely to witness a total participation of around 10,000 including 6,200 players in 18 sports disciplines which include Athletics, Archery, Badminton, Basket Ball, Boxing, Kho Kho, Kabaddi, Judo, Gymnastics, Hockey, Football, Wrestling, Weightlifting, Shooting, Swimming, Table Tennis, Tennis and Volleyball. The event will telecast live on TV channel(s). The intention is to ensure the conduct of the event as per international standards.
- 1.3. This Request for Proposal (RFP) Document provides the relevant information as well as instructions to assist the prospective bidders (“Bidder”) in preparation and submission of Bids. It also includes the mode and procedure to be adopted by SAI for receipt and opening as well as scrutiny and evaluation of Bids and subsequent conclusion of Contract.
- 1.4. Before formulating the Bid and submitting the same to SAI, the Bidder should carefully read and examine all the terms, conditions, instructions etc. contained in the RFP. Failure to provide and/or comply with the required information, instructions etc. incorporated in these RFP may result in rejection of its Bid.

### 2. LANGUAGE OF THE BID

- 2.1. 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.

### 3. SCOPE OF WORK

- 3.1. The Insurance Agency should provide Public Liability Insurance and worldwide coverage for Group Personal Accident insurance covering all types of injuries.
- 3.2. The Detailed scope of work is enumerated in Annexure I.

### 4. BID SCHEDULE

- 4.1. Please refer to the Critical Date Sheet mentioned in Section I of the RFP.
- 4.2. SAI reserves the right to vary or discontinue the process or any part thereof at its absolute discretion at any point of time.

### 5. ELIGIBILITY CRITERIA

- 5.1. The **General Insurance Agencies operating in Public Sector** in India are eligible to participate in this RFP.

5.2. Documentary evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with the references as required in the Eligibility Criteria;

<b>ELIGIBILITY CRITERIA</b>		
<b>S. No.</b>	<b>Criteria</b>	<b>Documents (Scanned copies to be submitted online in PDF format)</b>
1	The Insurance Agency should be registered with IRDA.	Copy of the registration certificate as documentary evidence as a provider of insurance related services
2	The Insurance agency should have valid GST and PAN.	Copies of GST and PAN
3	The Insurance agency should provide an authorization letter from their Competent Authority, duly signed by an authorized officer, to submit the offers.	Letter of Authorisation as per Annexure – II
4	Earnest Money Deposit (EMD)	As per clause 7
5	Bid Submission Form	As per Annexure – II
6	Bidder Profile	As per Annexure – IV
7	Price Bid	As per Annexure – V

5.3. If the bids are not accompanied by all the requisite supporting documents as mentioned in Clause 5.2, the same would be rejected;

5.4. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances.

## **6. DOCUMENTS TO BE SUBMITTED**

6.1. The following documents are to be submitted online:

6.2. All the documents are to be mandatorily uploaded online as per the instruction for online bid submission detailed in this RFP document. In addition, actual EMD is also to be submitted (by reg. post/courier/hand) to the below mentioned address before the last date and time for submission of bids as mentioned in the Bid Schedule. Please note SAI does not hold any responsibility in case the EMD is not received before prescribed time or not received at all.

*Regional Director, Khelo India Division,  
Sports Authority of India HQ, JLN Stadium Complex,  
Entry Gate No. 10, Lodhi Road,  
New Delhi - 110003.*

6.3. The documents as mentioned in clause 5.1 above are to be submitted with the RFP. Upload online the scanned copies as per the instructions mentioned in SECTION III.

- 6.4. A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 6.5. Amendments to the Document:
- a) At any point of time, prior to the deadline for submission of Bids, SAI may, for any reason deemed fit by it, modify the RFP by issuing suitable amendment(s) to it. Bidders are advised to check the same before submission of bids.
  - b) Such an amendment will be uploaded on SAI website: <http://sportsauthorityofindia.nic.in>, SAI website: [www.kheloindia.gov.in](http://www.kheloindia.gov.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.
- 6.6. Clarification of the Document: A Bidder requiring any clarification or elucidation on any issue of the RFP 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 mentioned in clause 4 above.

**NOTE:** It is the responsibility of Bidder to go through the RFP to ensure furnishing of all required documents in addition to above. All the Bids so submitted must be un-conditional. 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 duly stamped at appropriate places and initial all the remaining pages of the Bid.

## **7. EARNEST MONEY DEPOSIT (EMD)**

- 7.1. The Bidder shall furnish along with its Bid, EMD for an amount of **INR 38,900/- (Thirty Eight Thousand Nine Hundred Only)**;
- 7.2. The EMD is required to protect SAI against the risk of the Bidder's unwarranted conduct. Non submission of EMD will be considered as major deviation and bid will without EMD will not be considered.
- 7.3. EMD must be submitted to SAI before bid submission end date and time as mentioned in the Critical Date Sheet in Section I above.
- 7.4. In case as per Notification of Government of India, if the Bidder falls in the category of exemption of EMD, Bidder should furnish the relevant Notification along with required documents like valid Registration Certificate along with all other relevant documents. If no such notification or Registration Certificate along with relevant documents is furnished along with the bid, bid shall be treated as un-responsive and shall be summarily ignored without any further reference.
- 7.5. The EMD shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
  - ii) Banker's cheque
  - iii) Fixed Deposit (FDR)
  - iv) Bank Guarantee from any of the Commercial Banks
  - v) Any online acceptable method (NEFT/RTGS) as per the following details (the Bidder has to submit a copy of UTR No. in case the transaction is done by this method);  
A/C NAME : KHELO INDIA  
A/C NO. : 108510100037232  
BANK NAME : ANDHRA BANK  
BANK BRANCH : J L N STADIUM,  
SPORTS AUTHORITY OF INDIA BUILDING  
CGO COMPLEX, NEW DELHI

BRANCH CODE : 1085  
IFSC CODE : ANDB0001085

- 7.6. Demand Draft/Bankers Cheque/FDR/BG from scheduled commercial bank drawn in favour of "KHELO INDIA" payable at New Delhi are deposited in the office of KHELO INDIA, 1st Floor, SAI Headquarters, JLN Stadium Complex, Entry Gate No 10, Lodhi Road on or before scheduled date given in this RFP.
- 7.7. The EMD shall be valid for a period of 45 days (forty five days) days beyond the validity period of the Bid. As validity period of Bid as per clause 9 of this RFP is 60 days, the EMD shall be valid for 105 days from the date of opening of Technical Bid.
- 7.8. EMD of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than 30 (thirty) days after conclusion of the resultant Contract. Successful Bidder's EMD will be returned without any interest, after receipt of Performance Bank Guarantee (PBG) from that Bidder.
- 7.9. The EMD can be forfeited if an Bidder:
- Withdraws or amends or impairs or derogates its bid during the period of bid validity.
  - Fails to accept orders issued in its favour for execution, and / or violates the RFP terms and conditions of the contract after submission of the bid.
  - Successfully gets selected, but fails to sign the contract within the stipulated time.
  - Without prejudice to other rights of SAI, if it fails to furnish the required Performance Bank Guarantee within the specified period.

## 8. BID PRICES

- 8.1. The Bidder providing services shall quote only in Indian Rupees. The Bidder shall indicate in the Price Schedule provided under **Annexure - V** all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required.
- 8.2. All the column of the price/financial bid should be properly filled in, the figure quoted as **Premium** should exclude GST and other applicable taxes, however, Bidder should mention the amount of taxes in designated columns.
- 8.3. If a Bidder quotes **NIL** charges /consideration, the bid shall be treated as unresponsive and will not be considered.
- 8.4. Statutory variation in the Rate of GST shall be allowed on production of documentary evidence.
- 8.5. **Firm Price:** The prices quoted by the Bidder shall remain firm and fixed during the currency of the Contract and not subject to variation on any account. However rates will be valid for the period of one year from the signing of the agreement and extendable by another one year on mutually agreed terms.

## 9. BID VALIDITY

- 9.1. The Bid shall remain valid for acceptance for a period of 60 (*sixty*) 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.
- 9.2. In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid and they are also to extend the validity period of the EMD accordingly. A Bidder, however, may not agree to extend its Bid validity without forfeiting its EMD.

9.3. In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

## **10. SIGNING OF BID**

- 10.1. The Bidders shall submit their Bids as per the instructions contained in the RFP.
- 10.2. Bid shall be typed and the same shall be signed by the Bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract and upload in PDF format.
- 10.3. The bid shall be duly signed by Authorized representative of the Bidder at the appropriate place as indicated in the RFP and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The authorization shall be by a written Letter of Authorisation/Power of Attorney/Board Resolution, which shall also be furnished along with the Bid.

## **11. SUBMISSION OF BIDS**

- 11.1. Online bids have been invited and Bidder should submit their bid as per instructions given for online submission in Section III of the RFP.
- 11.2. A Bidder shall submit only one proposal. In case more than one proposal is received from the Bidder, all such proposal shall be disqualified. Alternative Bids which are not meeting the Bid specifications, are not permitted and will be rejected.

## **12. OPENING OF BIDS**

- 12.1. SAI will open (online) the Bids at the specified date and time and at the specified place as indicated in the Critical Date Sheet.
- 12.2. 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 and place on the next working day.
- 12.3. Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them Letters Of Authority from the corresponding Bidders acknowledgement letter of bid submission at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- 12.4. The Technical Bid are to be opened at the prescribed time and date as indicated in the Critical Date Sheet in Section I of the RFP. 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, EMD and any other special features of the Bids, as deemed fit by the Bid opening official(s).
- 12.5. Financial bids of the technically qualified Bidders shall be opened online at the date, time and venue as intimated later on CPPP e-procurement website <https://eprocure.gov.in/eprocure/app>. The authorized signatories/ representatives of such Bidders who wish to attend the financial bid opening may please do so. The representatives of Bidders who wish to be present at the time of the opening of financial proposals are required to bring Bid acknowledgement slip. The Bidder quoting the Lowest Rate in Price Bid will be considered "L1 Bidder"
- 12.6. **Late Bids:** Bids received after the specified date and time of receipt of the Bid as mentioned in the Critical Date Sheet mentioned in Section I of the RFP shall not be considered.

### **13. PRE-QUALIFICATION AND OPENING OF BIDS**

- 13.1. In the first stage, SAI will examine the Bids to determine whether they are complete, if the documents have been properly signed, stamped and if the bids are in order.
- 13.2. Thereafter, in the second stage, the Price Bids of only those Bidders shall be opened for further scrutiny and evaluation on a date notified whose bids are found responsive. The prices, special discount if any of the services offered etc., as deemed fit by Bid opening official(s) will be read out.
- 13.3. Prior to the detailed evaluation of Price Bids, SAI will determine the “Substantial Responsiveness” of each Bid to the Bidding Document. For the purposes of these clauses, Substantial Responsiveness of a Bid is that which conforms to all the terms and conditions of the Bidding Document including technical specifications without material deviations.
- 13.4. However minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, SAI may waive the same.
- 13.5. If a Bid is not Substantially Responsive, it will be rejected by SAI. `

### **14. BID EVALUATION**

- a) Single tiered evaluation procedure will be adopted for evaluation of proposals, with the eligibility criteria evaluation being completed before the commercial proposals are opened and compared.
- b) SAI will review the documents of the bidders to determine whether the bids meet the eligibility criteria. The Bids that are not substantially responsive are liable to be disqualified. SAI may seek inputs from their professional, external experts in the eligibility and commercial evaluation process.
- c) The commercial bids for the eligible bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive.
- d) Evaluation will be done only on the total cost quoted by the Insurance agency.

### **15. COMPARISON OF BIDS AND AWARD CRITERIA**

- 15.1. The Bid of the bidder, who has been declared as L1 in the commercial bid and fulfils the conditions prescribed in the RFP will be considered for awarding the contract.
- 15.2. The successful Bidder shall return the original copy of the Contract, duly stamped, signed and dated, to SAI by registered/speed post within 15 (fifteen) days from the date of issue of the Contract.
- 15.3. The period of contract will be for as per Annexure - V, however may be extended on mutual terms.

### **16. PAYMENT PROCESS**

- 16.1. The terms of payment will be:
  - Advance payment of 100% of the premium value to be paid on the day or before start of the Insurance coverage policy.
- 16.2. Pre-receipted bills shall be submitted in triplicate in the name of “Chief Executive Officer, Khelo India”.
- 16.3. No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract.

- 16.4. The price quoted in the Commercial Proposal shall be the only payment, payable by SAI to the successful Bidder for completion of the contractual obligations by the successful Bidder under the Contract.
- 16.5. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of the validity of the proposal and the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.
- 16.6. All costs incurred due to delay of any sort, shall be borne by the Bidder.
- 16.7. SAI reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated within specified time frames.
- 16.8. Payments shall be subject to deductions of any amount for which the Bidder is liable as per the penalty clause of this RFP document. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and any other taxes.

#### **17. TERMS OF REQUEST FOR PROPOSAL (RFP)**

- 17.1. All the information/ details to be supported by authentic documents duly certified by the authorized signatory.
- 17.2. SAI reserves the right to re-call or cancel the process of appointment of bidder under this RFP at anytime and to invite fresh bids in respect of the mandate herein proposed.
- 17.3. SAI reserves the right to extend the time for submission of bids at its sole discretion at any time prior to the Due Date.
- 17.4. Save as expressly authorized by SAI in writing the service provider shall not without SAI's prior express approval incur any liabilities on behalf of SAI, pledge the credit of SAI, make any representations or give any warranty on behalf of SAI.
- 17.5. 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 be deemed to give rise to any cause or grievance to the bidder against SAI and further, shall not, for any reason and in any manner confer on the bidder any right or entitlement to raise any disputes regarding any term or condition contained herein nor in respect to any act or omission nor decision taken by SAI.
- 17.6. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished/documents submitted by the bidder in response to this advertisement /RFP or at any later stage or in the event any contravention by the bidder of the conditions and criteria stipulated by SAI, the appointment/ engagement of the bidder shall stand terminated /cancelled and no further fee shall be payable or be paid by SAI to the bidder and the Earnest Money Deposit/performance guarantee, as applicable, submitted by the bidder shall be forfeited forthwith by SAI, without any further notice.
- 17.7. The bidder must strictly comply with all terms and conditions herein.
- 17.8. 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 finalizing the Bid; however, this shall not be construed to confer any kind of right or entitlement to 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 its 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 disqualified;

- 17.9. SAI is not bound to accept the lowest Commercial Bid as the technical competence, legal standing of the Bidder and 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 or presentation made by the bidder) shall be material criteria for awarding the Bid;
- 17.10. Any and all information contained in the Bid document has been furnished by SAI in good faith and with the sole objective to assist the bidder to assess and respond to the RFP . The Bid Document does not constitute an offer or solicitation; while reasonable effort has been made to provide such information which is necessary for the bidder to evaluate the essential scope of the engagement and opportunity under the Bid Document, however, the information contained in the Bid Document is only indicative and is not intended to exhaustively cover every element of the proposed opportunity. SAI does not warrant the accuracy or completeness of the information contained in the Bid document.
- 17.11. The bidder shall maintain and provide at its own expense and to the reasonable satisfaction of SAI such offices and other premises administration facilities and marketing organization as may be necessary for the efficient and effective performance of its obligations under this Agreement.
- 17.12. While due care has been taken by SAI to provide information as is reasonably necessary for the bidder to evaluate the opportunity contained in the Bid Document, SAI shall not be responsible or in any way be held liable for any inaccuracy or errors or omission or fact contained herein, nor for the consequences of any reliance by the bidder upon any information or representation contained herein in the event of any loss and/ or damage suffered by the bidder on account of such reliance upon information or representation contained in the Bid Document. This Bid Document is SAI privileged and is given for the benefit of SAI solely in relation to the above invitation for RFP. It is not to be transmitted to any other person nor is it to be relied upon by any other person or for any other purpose or quoted or referred to.
- 17.13. The selected bidder shall undertake not to divulge any information, document, etc., of SAI to any third party, except when permitted in writing by SAI/ designated authority. The empanelled bidder for itself and for every employee/professional engaged by the bidder for the work of SAI, shall undertake to maintain the highest degree of confidentiality and secrecy with regard to all matters of SAI 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. No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFP.
- 17.14. SAI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that is bound to select a Bidder or to appoint the Preferred Bidder, as the case may be, for the Project and reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

- 17.15. SAI reserves all the rights to cancel, terminate, change or modify this selection process and/or requirements of bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same

## **18. RESERVED RIGHTS**

### **18.1. 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 any of the conditions stipulated in the RFP where ever deemed necessary.
- iv) Accept, in part or in full, or reject any Bid without assigning any reason or cancel the Biding process and reject all Bids at any time prior to Award of Contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

### **18.2. Limitation of Liability:**

- a) 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. The Earnest Money Deposit / Performance Guarantee, as applicable, submitted by the Bidder shall stand forfeited forthwith, without any further notice from SAI;
- b) 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.
- c) 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.
- d) 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 :
  - i) 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;
  - ii) examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
  - iii) satisfied itself as to the correctness and sufficiency of the RFP.

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

### 4. PREPARATION OF BIDS

- i) Bidder should take into account corrigendum/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 Document 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 Document to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. BID DOCUMENT 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 DOCUMENT one by one as indicate in the tender document.
- iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv) Bidder should prepare the EMD as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid Document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii) Upon the successful and timely submission of bids (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. Foreign bidder can get help at +91-7878007972, +91-7878007973.

## SECTION IV | GENERAL CONDITIONS OF CONTRACT

### 1. APPLICATION

1.1. The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same is not superseded by Schedule of Requirements and Technical Specification of this document.

### 2. COUNTRY OF ORIGIN

2.1. The word “origin” incorporated in this clause means the place from where the goods are manufactured, produced or processed or where the services are provided.

### 3. OFFICE

3.1. The successful bidder is required to have an office in Delhi/ NCR for execution of terms and conditions of this contract and will assign a nodal officer and alternate nodal officer for the same. In case of any change in the said officers, the same will be intimated to SAI prior to making the said change along with their contact details.

### 4. AUDITING OF THE ACCOUNTS OF THE SUCCESSFUL BIDDER

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

### 5. REPRESENTATIONS AND WARRANTIES

5.1. 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.

5.2. SAI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

5.3. The Bidder represents that all the information provided are truthful information without concealment of any facts. In case, at any stage, it is found that any information given by the Bidder is false / incorrect / concealed, then SAI shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work / blacklisting etc. without incurring any liability to the affected bidder(s) on the ground of SAI/MYAS's action.

5.4. The Bidder represents that no effort has been used by the Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing. Such an effort shall result in non-consideration / rejection of its Bid.

## **6. FORCE MAJEURE**

- 6.1. 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, quarantine restrictions 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.
- 6.2. If a Force Majeure situation arises, the Successful Bidder shall promptly notify SAI in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by SAI 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.
- 6.3. 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.
- 6.4. In case due to a Force Majeure event SAI is unable to fulfil its contractual commitment and responsibility, SAI will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **7. INDEMNIFICATIONS AND LIABILITIES**

- 7.1. The bidder shall fully indemnify, hold harmless and defend 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, which arise out of or relate to:
- a) any breach of any representation or warranty of the bidder contained in the RFP,
  - b) any breach or violation of any covenant or other obligation or duty of the bidder under this RFP.
- 7.2. SAI accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 7.3. SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI action.
- 7.4. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by 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.

- 7.5. Each party shall, at all times, indemnify and keep indemnified the other party, against all claims / damages for any infringement of any intellectual property rights by it of the other party.
- 7.6. The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/damages etc. for any Intellectual Property Rights (IPR) while providing its services under the Project.
- 7.7. 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 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.
- 7.8. 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. All claims regarding indemnity shall survive the termination or expiry of the Contract

## **8. CANCELLATION OF GAMES**

- 8.1. If the Games are not held for any reason:
  - 8.1.1. The Agreement will terminate with effect from the date on which SAI officially announces that the Games will not be held or will not continue.
  - 8.1.2. Each party will be relieved of its obligations under this Agreement ; and
  - 8.1.3. Save as expressly stated in this Agreement, SAI will not be liable in any way to the Bidders by reason of the termination or cancellation.
- 8.2. The following facilities will be extended to the service provider:
  - 8.2.1. Performance Certificate will be issued to the Agency after satisfactory completion of works as per the contract.

## **9. TERMINATION**

- 9.1. Termination for Insolvency
  - 9.1.1. SAI may at any time terminate the Contract by giving a written notice of One (01) month to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful 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.
- 9.2. Termination for default
  - 9.2.1. SAI, without prejudice to any other contractual rights and remedies available to it, may by written notice to the Successful Bidder, terminate the contract in whole or in part, if the Successful Bidder fails to deliver any or all services required or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by SAI.
  - 9.2.2. Unless otherwise instructed by SAI, the Successful Bidder shall continue to perform the contract to the extent not terminated.
- 9.3. Termination for convenience
  - 9.3.1. SAI reserves the right to terminate the contract, in whole or in part for its (SAI's) convenience, by serving written notice to the Successful Bidder at any time during the

pendency of the contract. The notice shall specify that the termination is for the convenience of SAI. The notice shall also indicate inter alia, the extent to which the Successful Bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

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

9.3.3. To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

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

## **10. INSPECTION AND QUALITY CONTROL**

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

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

## **11. PRICES**

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

## **12. TAXES AND DUTIES**

12.1. The Bidder and its Personnel shall be liable to pay such direct and indirect taxes, duties, fees, cess, surcharge, levies and other impositions levied under the applicable laws of India at present or in future as may be applicable.

## **13. INTELLECTUAL PROPERTY RIGHTS**

13.1. All right, title and interest in and to all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable work products, marketing and business ideas, and all improvements, know-how, data, rights and claims related to the foregoing, which are conceived, developed or created with the conceptual inputs, financing or materials provided by a party ("**Intellectual Property**"), whether or not registered or to be registered, patented or patentable, shall be held and owned solely by such party. The Bidder shall mark all Khelo India's IP with SAI's copyright.

13.2. In the event that Bidder should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Intellectual Property, Bidder hereby assigns and otherwise transfers and agrees to assign and otherwise transfer to SAI, without further consideration, SAI's entire right, title and interest in and to each and every such Intellectual Property.

#### **14. FALL CLAUSE**

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

14.2. If it is found at any stage that similar product/systems or sub systems was supplied by the Successful Bidder to any of the above Organizations as well as to private SAI, domestic or foreign, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Successful Bidder to SAI, if the contract has already been concluded.

#### **15. WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED**

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

#### **16. CONFLICT OF INTEREST**

16.1. The bidder should hold SAI/MYAS interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reason the bidder shall promptly disclose the same to SAI/MYAS and seek its instructions.

#### **17. NON-COLLUSIVE BINDING CERTIFICATION**

17.1. By submission of this Bid, the Bidder and each person signing on behalf of the Bidder certifies, under penalty of perjury, that to the best of his/her knowledge and belief:

17.1.1. the amounts of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such amounts with any other Bidder or with any competitor;

- 17.1.2. unless otherwise required by Applicable Law, the amounts which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening of the Bid, directly or indirectly, to any other Bidder or to any competitor; and
- 17.1.3. no attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.
- 17.2. A bid shall not be considered for award nor shall any award be made where the clauses 17.1.1, 17.1.2, 17.1.3 above have not been complied with; provided however, that if in any case the bidder(s) cannot make the foregoing, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore.

## **18. FAIRNESS AND GOOD FAITH**

- 18.1. Good faith: The parties undertake to act in good faith with respect to each other's rights under the arrangement and to adopt all reasonable measures to ensure the realization of the objectives of the arrangement.
- 18.2. Operation of the Contract: The parties recognize that it is impractical for the RFP or the Agreement to provide for every contingency which may arise during the Term, and the parties hereby agree that it is their intention that the RFP and the Agreement shall operate fairly as between them, and without detriment to the interest of either party.

## **19. OTHER CONDITIONS**

- 19.1. The Successful Bidder shall notify SAI of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract and seek approval of SAI for the same. It is upto MYAS whether to grant such approval or not.
- 19.2. 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 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.
- 19.3. 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.
- 19.4. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 19.5. It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of any persons engaged by the Successful Bidder for any engagement, service or employment in any capacity in any office or establishment of SAI.
- 19.6. The selected Bidder to whom the Purchase Order (PO) / Work Order (WO) is issued shall be required to give Performance Bank Guarantee ("PBG") for the amount equivalent to 10% of the PO value. PBG will be in the form of Bank Guarantee (BG) of any Nationalized / Scheduled / Centralized Bank drawn in the name of "KHELO INDIA" payable at New Delhi to be deposited in the office of Khelo India, 1st Floor, SAI Headquarters, JLN Stadium Complex, Entry Gate No 10, Lodhi Road, New Delhi.

## **20. CORRUPT AND FRAUDULENT PRACTICES**

20.1. 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: -

20.1.1. 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;

20.1.2. will declare a firm ineligible or 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.

20.2. 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, Earnest Money Deposit (EMD)/ Performance Bank Guarantee (PBG) (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.

## **19. CONFIDENTIALITY**

19.1. The Bidder agrees and acknowledges that this RFP is confidential and the Bidder, by purchasing the tender 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 of the Bidder maintain confidentiality of the RFP and any information disclosed to them in relation thereto.

19.2. 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.

21. 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.

## **22. DISPUTE SETTLEMENT MECHANISM**

22.1. 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.

- 22.2. If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either SAI or the 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, 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 the sole arbitration, appointed to be the arbitrator by the Director General (Sports Authority of India). 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.
- 22.3. Venue of Arbitration: The sole Arbitrator shall have its seat in Delhi.
- 22.4. The arbitration will be in English Language and at Delhi.
- 22.5. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- 22.6. The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of SAI's arbitration proceedings.
- 22.7. All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of High Court at Delhi/ New Delhi.

### **23. APPLICABLE LAW**

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

## ANNEXURE I | DETAILED SCOPE OF WORK

The proposed Insurance Cover shall be for a period of 29 days from 3<sup>rd</sup> January 2019 to 31<sup>st</sup> January 2019.

### A. COMPREHENSIVE GENERAL PUBLIC LIABILITY INSURANCE;

Should cover any liability to pay damage, claimant cost and expenses, which arise as a result and in connection with organization of Khelo India Youth Games Maharashtra, 2019 (KIYG). The Policy should cover General Liability including Third Party Liability, property damages, bodily injury or illness or death or any other diseases of any person caused by or arising from the sports event viz. KIYG 2019. (As per categories mentioned in Clause 'C' and 'D' below)

Coverage: Third party. (i.e. Athletes, Team officials, Technical officials, Volunteers, Spectators etc.)

Required Extensions:

- (a) Third Party Liability
- (b) Medical Payments
- (c) Fire Damage
- (d) Food & Beverages extension
- (e) Car parking
- (f) Swimming pool liability extension
- (g) Terrorism extension

### B. GROUP PERSONAL ACCIDENT INSURANCE (GPA)

The Policy covers all the stakeholders as mentioned in clause 'C' below, under a worldwide 24 hour Group Personal Accident policy against any bodily injury / death or disability described in benefits mentioned below due to an accident of any nature at any place.

Policy Benefit Coverage: -

- 1) Accidental Death
- 2) Permanent Total Disability (PTD)
- 3) Permanent Partial Disability (PPD)
- 4) Terrorism Cover
- 5) Medical Extension

### C. CATEGORIES TO BE COVERED UNDER GPA POLICY:

Serial No.	Category of Population	Indicative Population	Amount in INR (up-to)
			Accident

1	Athletes	6200	3,00,000.00
2	Team officials	1860	3,00,000.00
3	Technical officials	1,000	3,00,000.00
4	Volunteers	1,010	3,00,000.00
5	Workforce	340	3,00,000.00

#### D. COMPREHENSIVE GENERAL PUBLIC LIABILITY/THIRD PARTY COVERAGE

Serial No.	Category of Population (on any given day)	Indicative Population	Amount in INR (up-to) Subject to a maximum limit of INR 5.00 crores during the policy period and INR 2.50 crores per event
			Accident
1	Spectator	8,000 – 10,000	1,00,000.00
2	VIPs and Dignitaries	250	3,00,000.00

Note: Subject to a maximum limit of INR 5.00 crores during the policy period and INR 2.50 crores per event

## ANNEXURE II | BID SUBMISSION FORM

Date\_\_\_\_\_

To  
KHELO INDIA YOUTH GAMES,  
Jawaharlal Nehru Stadium Complex,  
Gate No.10, Lodhi Road,  
New Delhi-110003

Ref.: Bidding Document No. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir,

1. With reference to the RFP dated \_\_\_\_\_ for the above captioned project, and clarification issued by SAI thereof, I \_\_\_\_\_, having examined all relevant documents and understood their contents, hereby submit our Proposal for \_\_\_\_\_ for providing services for **Sports Authority of India**. The proposal is unconditional.
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 selection as the Bidder for the aforesaid Project.
4. I shall make available to SAI any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I 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 agree to keep our Bid valid for acceptance for 60 (Sixty) 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.
7. I understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Bidders.
8. If our Firm is selected, we commit to provide Insurance Coverage as per the Scope of Work mentioned in RFP for Khelo India Youth Games Maharashtra, 2019.
9. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Letter of Authorisation/Power of Attorney may be enclosed)
10. 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 have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI;
- b. I 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 the SAI or any other public sector enterprise or any government, Central or State; and

- c. I 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.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

**Letter of Authorisation/Power of Attorney (Sample)**

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 [.....] in 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 the said Project and/or upon award thereof to us till the entering into of the Agreement with SAI.

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

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20\*\*

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

Witnesses:

- 1.
- 2.

Notarized Accepted

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

Notes:

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

### ANNEXURE III | FORMAT FOR BANK GUARANTEE

To  
Khelo India,  
1st Floor, Sports Authority of India,  
JLN Stadium Complex, Entry Gate No 10,  
Lodhi Road, New Delhi.

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

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

and Contract No. \_\_\_\_\_

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

Beneficiary:

KHELO INDIA, Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, NEW DELHI-110003

**PERFORMANCE GUARANTEE No.:** [insert Performance Guarantee number]

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

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

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

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

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

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

**ANNEXURE IV | BIDDER PROFILE**

**(a) Respondents are required to provide details of the company background in the following format**

<b>General Background</b>		
<b>Sr. No</b>	<b>Item</b>	<b>Detail</b>
1.	Corporate Information	
2.	Company Name	
3.	Company Address	
4.	Name of Contact Person	
5.	Email Id	
6.	Telephone No.	
7.	Fax No.	

## ANNEXURE V | PRICE BID

- Bidders are required to provide an all-inclusive “Premium” based on the Scope of Work mentioned in Section 3. Please note that there should be no disclaimers restricting any commitment to the Organizing Committee.
- Bidder should provide the “Premium” as per prescribed format under this Form. Bidder should not leave any field blank. In case the field is not applicable, bidder must indicate “0” (Zero) in all such fields.
- All the prices (including taxes) for “Premium” are to be entered in Indian Rupees ONLY (Percentage (%) values are not allowed).
- It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable .
- The final Commercial Bid of the bidder shall be inclusive of all taxes, duties and levies including service tax, withholding tax etc.
- Purchaser shall take into account all Taxes, Duties and Levies for the purpose of evaluation.

Sr. No.	Details	Amount in INR	
		GROUP PERSONAL ACCIDENT INSURANCE	COMPREHENSIVE GENERAL PUBLIC LIABILITY/ THIRD PARTY
1.	Insurance Premium		
2.	SUB-TOTAL		
3.	Applicable Taxes (GST etc. if any)		
4.	Total in figure 2+3 (INR)		
5.	Total in Words (INR)		