

**Sports Authority of India**  
**Jawaharlal Nehru Stadium Complex,**  
**Gate No.10, Lodhi Road, New Delhi-110003**  
**Telephone: +91-11 – 24362767, 24364262**  
**Website: <http://sportsauthorityofindia.nic.in/>**

## **E-BIDDING DOCUMENT**

**Rate Contract for Medical Insurance & Personal Accidental  
Policy for National Campers, Khelo India Athletes, NCOE  
Athletes, STC Athletes and Support Staff**

# **DISCLAIMER**

This RFP is being issued by Sports Authority of India (SAI) for procurement of Medical Insurance & Personal Accidental Policy for National Campers, Khelo India Athletes, NCOE Athletes STC Athletes and Support Staff (Rate Contract) on such terms and conditions and technical specifications as set out in this RFP document.

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

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

# INDEX

Section	Topic	Page No.
---------	-------	----------

## **PART-1 BIDDING PROCEDURE**

Section I	– Invitation for Online Bid(IFB)	5
Section II	– Instructions to Bidders (ITB)	8
Section III	– (A) Qualification Criteria&	21
	(B) Performa for Performance Statement	24
Section IV	– Bidding Forms:	
- (A)	Bid Submission Form	25
- (B)	Form of Power of Attorney	26
– (C)	Price Schedule	27
– (D)	National Electronic Fund Transfer (NEFT) Mandate Form	28
– (E)	Disclosure of conflict of interest	29
- (F)	Disclosure of Code of Integrity	30

## **PART-2 –SUPPLY REQUIREMENTS**

Section V (A)	– Schedule of Requirements	32
Section V (B)	– Details of Previous Claims	33
Section VI	– Scope of Work	34

## **PART-3 –CONTRACT**

Section VII	– General Conditions of Contract (GCC)	38
Section VIII	– Contract Forms	
(A)	Contract Agreement	44

**PART-1**  
**BIDDING PROCEDURE**

## SECTION-I

**Sports Authority of India**  
**Jawaharlal Nehru Stadium Complex,**  
**Gate No.10, Lodhi Road, New Delhi-110003**  
**Telephone: +91-11 – 24362767, 24364262**  
**Website: <http://sportsauthorityofindia.nic.in/>**  
**&<http://eprocure.gov.in/eprocure/app>**

### **INVITATION FOR ONLINE BIDS (IFB)FOR RATE CONTRACT for Medical Insurance & Personal Accidental Policy for National Campers, Khelo India athletes, NCOE athletes, STC athletes and Support Staff**

1. Sports Authority of India, through the Director General, Sports Authority of India **invites online Bids (Manual bids shall not be accepted)** from IRDA accredited Insurance Companies for providing Mediclaim and Personal Accidental Policy as per brief description of services as provided below in single stage **two bid system** for conclusion of Rate Contract for supply of following:

Sl. No	Brief Description of Services	Persons (No.)
1.	(a). Medical Insurance Policy- Rs. 5 lakhs per annum per person  (b). Personal accidental policy ( <b>Disability/Death</b> ) of Rs. 25 lakhs per annum per person  (c). The cashless facilities all over India are required for a quantity amounting to 15,000:  (i) Sports Persons, Coaches, Sports Analysts, Doctors, Physiotherapists, Physiologists, Masseurs etc. in National camps held all over India at different SAI and Non-SAI training centres (ii) Athletes selected under Khelo India Scheme training at SAI and Non-SAI Khelo India Academies (iii) NCOE athletes and coaches-on-contract with SAI training at SAI National Centres of Excellence (NCOEs)and non-SAI TOPS NCOEs (iv) STC athletes training at all SAI Training Centres all over India as under:-	Tentative Figure- 15000
S.No	Age Group (in Yrs.)	Approx. No.
1.	Up to 21	Approximately 11,550
2.	22-35	Approximately 2,800
3.	36-50	Approximately 200
4.	51-55	Approximately 150
5.	56-60	Approximately 150
6.	61 and above	Approximately 150

The prospective bidders who are not registered can register with e-procurement system of NIC by paying necessary registration charges.

*NOTE: No cost of tender document may be charged for the tender documents downloaded by the bidders. (Rule 161(iv) of GFR2017)*

## **SCHEDULE OF BIDDING PROCESS WITH KEY DETAILS**

<b>Date of publish of RFP on e-procurement portal of CPP</b>	13.06.2023
<b>Start date and time of downloading of document</b>	13.06.2023
<b>Last Date for submission of query in writing</b>	19.06.2023 till 18:00 Hrs
<b>Date and Time of pre bid conference(Virtual/Physical)</b>	19.06.2023 at 12:00Hrs Join Zoom Meeting <a href="https://us06web.zoom.us/j/84940473489?pwd=SjBxTzg1NzZLZjZpYnRBUVlDVWtndz09">https://us06web.zoom.us/j/84940473489?pwd=SjBxTzg1NzZLZjZpYnRBUVlDVWtndz09</a> Meeting ID: 849 4047 3489 Passcode: 12345
<b>Bid submission start date</b>	23.06.2023 at 13:00 Hrs
<b>Last Date and Time of uploading/submission of Bids</b>	04.07.2023 at 13:00 Hrs
<b>Bid Validity Period</b>	<b>180 Days</b>
<b>Opening of Technical Bid (Bid 1)</b>	05.07.2023 at 13:00 Hrs
<b>Opening of Price/Financial Bid (Bid 2)</b>	<b>To be intimated later</b>
<b>EMD Amount</b>	<b>INR 21,00,000/- (Rupees Twenty One Lakhs only)</b> <b>Hard copy of the Bid Security shall be submitted to the following address on or before the last date and time of submission of bid:</b> <b>Room No.:115, First Floor,</b> <b>SAI HQ, Sports Authority of India Jawaharlal Nehru Stadium Complex,</b> <b>Gate No.10, Lodhi Road, New Delhi-110003</b>

The bids/offers received after the due date and the time mentioned above will not be entertained under any circumstances. Incomplete and unsigned bids or bids not submitted in the prescribed format will be rejected without assigning any reason.

2. Bidder may also download the Bidding Documents from the web site- [www.sportauthorityofindia.nic.in](http://www.sportauthorityofindia.nic.in) & CPP portal website i.e., :<https://eprocure.gov.in/eprocure/app> . Bidders shall ensure that their Bids, complete in all respect are uploaded online before the closing date and time as indicated in the critical date sheet above on CPP portal website i.e., :<https://eprocure.gov.in/eprocure/app>.
3. Bids shall be submitted online only at CPP portal website i.e., :<https://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions of CPP portal for e-submission of the bids online through the CPP portal website i.e., :<https://eprocure.gov.in/eprocure/app>.
4. Bidder who has downloaded the tender from the CPP portal website i.e., :<https://eprocure.gov.in/eprocure/app> 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, the same is found to be tempered/ modified in any manner, tender will out-rightly be rejected.
5. Intending bidders are advised to visit CPP portal website i.e., :<https://eprocure.gov.in/eprocure/app> and SAI website [www.sportauthorityofindia.nic.in](http://www.sportauthorityofindia.nic.in) for any corrigendum / addendum/amendment.

**Deputy Director (ES)**  
**For and on behalf of**

**Director General, Sports Authority of India.**

## INSTRUCTIONS FOR ONLINE BID SUBMISSION

<b>Sl. No.</b>	<b>Topic</b>	<b>Page No.</b>
<b>Section: II- B</b>		
1	Registration	19
2	Searching for Tender Documents	19
3	Preparation of Bids	19
4	Submission of Bids	20
5	Assistance of Bidders	20

## SECTION – WISE INDEX

<b>Sl. No.</b>	<b>Topic</b>	<b>Page No.</b>
1	Section III – A: Qualification Criteria	21
2	Section III – B: Proforma for Performance Statement	24
3	Section IV – A: Bid Submission Form	25
4	Section IV – B: Form of Power Attorney/Board Resolution	26
5	Section IV – C: Price Schedule Form	27
6	Section IV – D: NEFT Mandate Form	28
7	Section IV – E: Disclosure of Conflict of Interest	29
8	Section IV – F: Disclosure of Code of Integrity	30

## PART II – SUPPLY REQUIREMENTS

<b>Sl. No.</b>	<b>Topic</b>	<b>Page No.</b>
1	Section V (A) – Schedule of Requirements	32
2	Section V (B) – Details of Previous Claims	33
3	Section VI – Scope of Work	34

## PART III – CONTRACT

<b>Sl. No.</b>	<b>Topic</b>	<b>Page No.</b>
1	Section VII: General Conditions of Contract	38
2	Section VIII – A: Contract Agreement	46
3	Section VIII – B: BANK GUARANTEE FORM FOR BID SECURITY	48
4	Section VIII – C: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY	49

**SECTION – II-A**  
**INSTRUCTIONS TO BIDDERS (ITB)**

**A. PREAMBLE**

**1. Definitions and Abbreviations**

i) The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

ii) Definitions:

a. “Purchaser” means the organization purchasing services as in corporate in the Tender Enquiry documents i.e, Sports Authority of India

b. “Tender” means bids/quotations/Tender received from a Firm/Bidder.

c. “Bidder” means bidder/the individual or firm submitting bids/Quotations/Tender.

d. “Supplier”, “Contractor” means the individuals or the firm supplying the services as incorporated in the contract.

e. “Deleted”

f.“Services” means services allied and incidental to the supply of services, and other such obligations of the supplier covered under the contract..

g. “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., there in.

h. “Consignee” means person to whom the goods are required to be delivered to a person as an interim consignee for the purpose of person is the consignee, also known as ultimate consignee.

i. “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.

j.“Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

k. “Day” means calendar day.

iii) Abbreviation: -

a. “TE Document” means Tender Enquiry Document

b. “NIT” means Notice Inviting Tenders

c. “ITB” means Instruction to Tenders

d. “GCC” means General Conditions of Contract

e. “SCC” means Special Conditions of Contract

f. “NSIC” means National Small Industries Corporation

g. “DP” means Delivery Period

h. “BG” means Bank Guarantee

i. “GST” means Goods &Services Tax

j. “RT” means Re-Tender

**2. Introduction**

2.1 Sports Authority of India an autonomous body under Ministry of Youth Affairs & Sports New Delhi, herein after called "SAI" has issued these Bidding Documents for conclusion of Rate Contract for purchase of related services as mentioned in Section – V – "Schedule of Requirements". The Rate Contracts so concluded shall be for bona-fide use of all indenters of SAI.

2.2 This section (Section II - "Instruction to Bidders") provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure to be adopted by SAI for receipt and opening as well as scrutiny and evaluation of Bids and subsequent conclusion of Rate Contract.

2.3 Before formulating the Bid and submitting the same to the purchaser, the Bidder should read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

### **3. Language of Bid**

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and the purchaser, 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.

### **4. Tendering Expenses**

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

### **5. Local Conditions**

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

#### **(b) PRE-BID MEETING**

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

6.2. Details of proposed/suggested variations/ deviations/ additions from the Bid specification/conditions, if any, should be clearly indicated while sending queries before Pre-Bid Conference. Any verbal suggestion/ proposal of variations/ deviations/ additions in the RFP document made during the Pre-Bid Conference should also be given in writing to the Purchaser latest by 18:00 hours on the day of the pre bid conference.

6.3. The purchaser may clarify on variations/ deviations, alternative proposals, which ensure equal or higher quality/ performance to the Technical Specifications during Pre-Bid Conference. However, the decision of the purchaser in this regard will be final.

- 6.4. After incorporation the amendments acceptable to the Purchaser, the RFP Document shall be frozen as per the details provided in RFP, through issuance of an Addendum (s) which can be downloaded from the e-procurement portal and website of SAI. The Bidder shall submit its Bid along with Bid documents including Addendum if any issued duly signed and stamped.
- 6.5. Non-attendance at the Pre- Bid Conference will not be a cause for disqualification of a Bidder. However, the terms and conditions of the addendum (s) will be legally binding on all bidders irrespective of their attendance at the Pre-Bid Conference.
- 6.6. No further suggestions for deviations/variations/ additions will be entertained after the Pre-Bid Conference.

### **(c). BIDDING DOCUMENTS**

#### **7. Content of Bidding Documents**

In addition to Section I – “Invitation for Bid” (IFB), the Bidding Documents include:

Section II – Instructions to Bidders (ITB)

Section III – Qualification Criteria & Performance Statement

Section IV – Bidding Form

Section V – Schedule of Requirements (SOR) for R/C.

Section VI – Scope of Work

Section VII – General Conditions of Contract (GCC)

Section VIII – Rate Contract Forms

#### **8. Amendment(s) to Bid Document**

8.1 At any time prior to the deadline for submission of bid, the Purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it.

8.2 Such an amendment to the bid document will be uploaded on SAI website: <https://sportsauthorityofindia.nic.in/> and CPP portal website i.e., [:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app).

8.3 Prospective bidders are advised in their own interest to visit website of Sports Authority of India (SAI) and CPP portal website i.e., [:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) for any amendment etc. before submitting their bids.

8.4 In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the deadline for submission of bids.

#### **9. Modifications/withdrawal of bids**

9.1 The bidder, after submitting the bid, is permitted to withdraw, submit alterations/ modifications to the bid, so long such withdrawal/alterations/ modifications are received duly sealed and marked like original bid, up-to the date and time of submission of bid. Any amendment/modification submitted after the prescribed date and time of receipt of bids is not to be considered.

#### **10. Clarification of Bid Document**

10.1 A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with the Purchaser in writing. The Purchaser will respond in writing to such request provided the same is received (by the Purchaser) not later than fifteen days prior to the prescribed original date of submission of bid.

10.2 Any clarification issued by Purchaser in response to query(ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

## **11. Late bids**

Any bid submitted after the specified date and time for submission of bids shall not be considered.

## **12. Bid format**

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

### **(d). PREPARATION OF BIDS**

## **13. Documents Comprising the Bid**

13.1 The Two Bid System, i.e. “Technical Bid” and “Price Bid” prepared by the Bidder shall comprise the following:

### **A) Technical Bid (Un priced Bid):**

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

- i) Scanned copy of Bid Submission Form as per section IV (A) and Board Resolution in favour of signatory of Bidding Documents.
- ii) Scanned IRDA Accreditation Certificate
- iii) Scanned copy of all other documents to establish Qualification Criteria as per Section III (A).

**Note-1:** *The bidding companies/Corporation are required to attest (self-attestation) the scanned copies of documents, along with the bid, signed on each page with seal, to establish the bidders' eligibility and qualifications failing which their bid shall be summarily rejected and will not be considered. The bidders are responsible for what they attest and claim; if, later on, it is found that whatever has been attested by the bidder is not true/ correct, the company/corporation of the bidder will render itself liable for punitive action including black-listing for purpose of procurement of any item(s), in addition to attracting penal provisions of the agreement.*

**Note-2:** *The bidders shall execute necessary instrument and documents required by SAI/purchaser in relation to the bidding documents and shall adhere to all notification/amendments as may be issued by the purchaser from time to time. All costs (including taxes, stamp duties and registration charges if any shall be borne by the bidders).*

**Note-3:** *The Technical bid shall not include any financial information. Such a bid shall be summarily rejected.*

### **B) Price Bid:**

[Upload online in prescribe format as per Sec.-IV (C) of Bidding Document].

- i. The bidder shall quote the price inclusive of all applicable taxes, levies, cess duties, excluding GST\*(GST to be mentioned separately as per BOQ format). The basic premium unit price shall be indicated individually against all the items. The bidder shall quote rates for all the items given in the schedule (Section IV- C). If the bidder does not quote rate for any of the items given in the Schedule, the offer will not be considered, being unresponsive. The offer shall be in Indian Rupees only.
- ii. Bidder shall quote only one price for each item. If more than one price is quoted, the lowest unit rate quoted by the bidder will be considered for evaluation.
- iii. The unit price shown in the financial bid will be inclusive of all taxes, duties, and all other incidentals excluding GST\*. GST\* will be quoted in separate column of price schedule. Statutory variations in GST\*, if any, shall be reimbursed against the proof of payment to the statutory authority during the period from the date of the tender to the date of acceptance of the tender (that is placement of the contract) and during the original/extended period of the contract.
- iv. The bidders should quote their lowest possible prices. The Bidders shall be required to certify / give an undertaking to the effect that the rates quoted are minimum / reasonable and they have not quoted / charged lower rates from any other Government / State / PSU Departments. The undertaking be certified and stamped by their Chartered Accountant. In case the contractor offers to supply the equipment conforming to same specification to any other state or central government or PSU at rates lower than the rates accepted against the present contract/ such lower rates shall also be made applicable to all the equipment supplied/ to be supplied against the present contract subsequent to the said date of offer of supply at the lower rates by the contractor.
- v. The authorized signatory of the bidder must sign the bid, duly stamped at appropriate places with initial on all the pages of the bid including Addendum if any issued.
- vi. No condition shall be attached to the Financial Bid. Conditional bids shall be summarily rejected.
- vii. The bid of a bidder, who does not fulfill any of the above requirements and /or gives evasive information /reply against any such requirement, shall be liable to be ignored and rejected.
- viii. All payments in Indian Rupee will be made through National Electronic Fund Transfer (NEFT)/RTGS System. Bidders are required to fill and attach the NEFT Mandate Form attached as per Section-IV (D) along with their offers, if not already executed in SAI. Notification of Award will not be issued without NEFT Mandate Form

**Note:-Bidders are requested to upload the “Technical Bid’ and ‘Financial Bid’ having the above mentioned documents online in PDF format.**

#### **14. Bid Currencies**

The Bidder shall quote only in Indian Rupees.

#### **15. Bid Prices**

15.1 The Bidder shall indicate in the Price Schedule Form provided under Section- IV(C) all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required. If any column does not apply to a Bidder, same should be clarified as “NA” (means Not Applicable) by the Bidder.

15.2 While quoting the price as per the columns of the Price Schedule, the aspects noted at the end of the price schedule should be taken into account.

15.3 The unit price shown in the financial bid will be inclusive of taxes & duties. The bidder shall quote for all these taxes including GST separately in the given column of price schedule. Statutory variations in such duties, if any, shall be reimbursed against the proof of payment to the statutory authority during the period from the date of the tender to the date of acceptance of the tender (that is placement of the contract) and during the original/extended delivery period of the contract.

## **16. Firm Price**

The prices quoted by the Bidder shall remain firm and fixed during the currency of the Rate Contract and not subject to variation on any account. As regards taxes and duties, if any chargeable on the items, the conditions stipulated in ITB Section II will apply.

## **17. Alternative Bids- “Not Applicable”**

## **18. Documents Establishing Bidder’s Eligibility and Qualifications**

18.1 Pursuant to ITB clause 13, the Bidder shall furnish, as part of its Bid, relevant details and documents establishing its qualification for consideration of its bid.

18.2 The documentary evidence needed to establish the Bidder’s qualification shall fulfill the following requirements:

- a) The Bidder meets the qualification criteria incorporated in the Section III - A.
- b) If a bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

## **19. Bid Validity**

19.1 The Bid shall remain valid for acceptance for a period of 180 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.

19.2 In exceptional cases, the Bidders may be requested by the purchaser 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.

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

## **20. Signing of Bid**

20.1 The Bidders shall submit their Bids as per the instructions contained in ITB Section- II.

20.2 Bid 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.

20.3 The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a Board Resolution written power of attorney, which shall also be furnished along with the Bid.

20.4 Bidding Document seeks quotations following Two Bid System, in two parts. First part will be known as ‘Technical Bid’, and the second part ‘Price/Financial Bid’ as specified in Clause-13 of ITB.

## **21. Bid Security/Earnest Money Deposit (EMD)**

21.1 The bidder shall furnish Bid Security for an amount as shown in the bid document. The Bid Security is required to protect the Purchaser against the risk of the bidder's unwarranted conduct. Non-submission of Bid Security will be considered as major deviation and bid will not be considered.

21.2 In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.

21.3 The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

21.4 The Bid Security shall be furnished in one of the following forms:

- a) Account Payee Demand Draft
- b) Fixed Deposit Receipt
- c) Banker's Cheque / Pay Order
- d) Bank Guarantee (including e-PBG) from any of the commercial banks (as per the format at Section G),
- e) NEFT transfer to "Secretary SAI, Union Bank of India Account No: 108510011000101, IFSC No. UBIN0810851. (Bidder has to upload challan/proof along with Bid on CPP Portal).
- f) Valid Insurance Surety Bonds

21.5 The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee (including e-PBG) shall be drawn on any Commercial Bank in India, in favour of the "Secretary, Sports Authority of India", payable at New Delhi. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under Annexure V of the Bid Document.

21.6 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid.

21.7 Earnest Money is required to protect the purchaser against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

21.8 Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.

21.9 'Bid securities of the unsuccessful bidders shall be returned to them before expiry of the final bid validity and latest on or before the 30th day after the award of the contract'. Bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e., technical evaluation etc.

## **(e) SUBMISSION OF BIDS**

### **22. Submission of Bids**

- i. Bids should be submitted On-line as per the instructions given for On-line submission under Section II (B).
- ii. Bids must be received by the Purchaser not later than the date and time prescribed in the bid document.
- iii. Purchaser, at his discretion, may extend the deadline for submission of bids by amending the bid document in accordance with Clause 8 of ITB. In that case, all rights and obligations of the Purchaser and the bidders would automatically stand extended.
- iv. Submission of more than one bid by the same bidder shall entail him for disqualification from participating in the bid process.

## **(f). BID OPENING**

### **23. Opening of Bids**

23.1 The Purchaser will open the Bids at the specified date and time and at the specified place as indicated in the IFB in Section-I.

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

23.3 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>.

23.4 Two Bid system will be as follows: The Technical Bids are to be opened in the first instance, at the prescribed time and date as indicated in IFB Critical Date Sheet. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the Bids like brief description of the goods/services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s). Finance Bids will be opened only of those bidders who qualify the technical parameters specified in clause 13.1 (A) above read with qualification criteria stipulated in Section III.

## **(g) SCRUTINY AND EVALUATION OF BIDS**

### **24. Basic Principle**

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

### **25. Preliminary Scrutiny of Bids**

- (i) The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- (ii) Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.
- (iii) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do

not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

(iv) The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;

- a) Documents related to Qualification Criteria not enclosed or the bidder obtains less than the minimum marks as specified in Evaluation criteria at Section III(A)
- b) Tender is unsigned.
- c) Tender validity is shorter than the required period.
- d) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- e) Poor/ unsatisfactory past performance.
- f) Bidder has not quoted for the entire quantity of an item.
- g) Bidder has not complied with the requirement of Clauses of ITB.

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

If during the preliminary examination, the purchaser find any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser will convey its observation on such ‘minor’ issues to the bidder by speed post/ mail 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.

## **27. Discrepancies in Prices**

- a) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- d) If, as per the judgment of the 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.

## **28. Qualification Criteria**

Bids of the Bidders, who do not meet the required Qualification Criteria prescribed in Section III, will be treated as non - responsive and will not be considered further.

## **29. Comparison of Bids and Award Criteria.**

29.1 For comparison & ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out taking into consideration all applicable taxes and duties.

29.2 Bids shall be evaluated on the basis of technically and commercially responsive Lowest (L-1) bidder whose rates are overall lowest as per tentative number of policies defined age wise in Section V(A)

29.3 The contract may be awarded to the lowest responsive Bidder who meets the laid down Qualification Criteria as detailed in Section III (A) and submits the required Bid documents and accepts the other terms & conditions. Rates being equal, preference will be given to the bidder having maximum coverage of hospitals all over India and with minimum average time for settlement of claims.

29.4 The Purchaser reserves the right to give the price preference/purchase preference as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

#### **(h) AWARD OF CONTRACT**

#### **30. Purchaser's Right to accept any Bid and to reject any or all Bids**

The purchaser reserves the right to accept in part or in full any Bid or reject any or more Bid(s) without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to award of Rate Contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

#### **31. Notification for Award of Rate Contract**

31.1 Before expiry of the Bid validity period, the purchaser will notify the successful Bidder(s) in writing, by Speed Post/E-mail & to be confirmed by Speed Post/E-mail that its Bid for goods/services which have been selected by the purchaser, has been accepted for award of Rate Contract.

31.2 The successful Bidder shall return the original copy of the Rate Contract, duly stamped, signed and dated, to the purchaser by speed post/E-mail within days from the date of issue of the Rate Contract.

31.3 The details of Award of Work and name of the successful bidder shall be mentioned on CPP Portal and also on the website of SAI.

31.4 The rate contract will be valid for the period of rate contract.

#### **32. Issue of Contract**

(i) Promptly after notification of award, the Purchaser will mail the Contract Agreement as per **Section VIII (A)**, duly completed to the successful bidder by speed post/mail.

(ii) The successful bidder shall return the contract in duplicate duly typed on stamp paper and duly signed and dated, to the Purchaser by speed post/mail within 15 (Fifteen) days from the date of issue of the contract.

(iii) The issue of rate contract does not assure the bidder of entire number of policies as mentioned in Section (V)- A. The notification of award will be issued by the purchaser on the basis of actual requirement mentioning the number of policies.

(iv) The purchaser reserves the right to issue the Notification of Award consignee and schedule wise.

#### **33. Variation of Quantities at the Time of Award/ Currency of Contract**

The expected No. of athletes to be covered during the contractual period is mentioned in the Scope of Work (Section VI).

Further, the rate, i.e. yearly premium, finalized in this tender will be valid with the purchaser for the period of contract.

#### **32. Annulment of Award**

Failure of the successful bidder to comply with the requirement of signing an agreement with the Purchaser shall constitute sufficient ground for annulment of the award.

### **33. Termination of Contract**

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

### **34. Disqualification**

Purchaser reserves the right to disqualify the bidder for a suitable period who fails to supply the items in time. Further, the bidder(s) whose items do not perform satisfactorily in accordance with the specifications may also be disqualified for a suitable period by the Purchaser. Misrepresentation of facts if found at any stage during the contract period including warranty clause will also attract disqualification.

### **35. Corrupt or Fraudulent Practices**

It is required by all concerned namely the Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:

- a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- b) will declare the Bidder ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the Bidder has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.
- c) "The Purchaser 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, legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated."

### **36. Conflict of Interest among bidders**

A bidder shall not have conflict of interest with others bidders. Such conflict of interest can lead to anticompetitive practices to the detriment of purchaser's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process if;

- d) they have controlling partner (s) in common; or
- e) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
- f) they have the same legal representative/agent for purposes of this bid; or
- g) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- h) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assemblies from one bidding manufacturer in more than one bid.
- i) In case of a holding company having more than one independently manufacturing units, or

more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

## **SECTION-II-B**

### **Instructions for Online Bid Submission**

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>

#### **1. REGISTRATION**

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

#### **2. 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.

#### **3. 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.

#### **4. 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 indicated 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. 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.
- v. 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 128bit 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.
- vi. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- vii. Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- viii. 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.

#### **5. 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 query 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 – III – (A)**  
**QUALIFICATION CRITERIA**

- (a) The Bidder must be an Insurance Company; Brokers/Agents are not eligible to bid in this tender.  
(b) The bidder must satisfy the following Minimum eligibility criteria

Sl.No.	Minimum Eligibility Criteria	Documentary Evidence Required
1.	Bid Security/EMD for an amount of Rs. 21,00,000/-	Documentary evidence for submission of EMD.  In case the same has been submitted in the form of Bank Guarantee/ FDR/DD, then the original of the same must be submitted on or before the last date and time of bid submission.
2.	Bid Submission Form as per Section IV (A) along with Form for Power of Attorney/Board Resolution as per Section IV (B)	Duly Signed Forms as per Tender.
3.	The Insurance Company should be registered under the Companies Act, 1956 or 2013 and subsequent amendments thereto, and with Insurance Regulatory and Development Authority of India (IRDAI)	Enclose copy of the Incorporation Certificate, Registration Certificate and license as documentary evidence as a provider of Insurance Related Services
4.	The Insurance Company should possess Three (03) years' Experience in India in providing Medical Insurance and Accidental Coverage	Enclose documentary evidence of 3 years' experience in India in Medical <b>and</b> Accidental providing Insurance Cover to reputed firms/government.
5.	Insurance Agency should have annually covered/insured at least 7500 persons/policies (Medical Insurance and Accidental Coverage) during in each of the last three (03) financial years ending March 2023.	Proforma as per III (A) along with proof of experience like work order and/or Policy documents along with satisfactory certificate from client should be furnished
6.	Bidder should have an Average Annual Turnover of Rs. 5.22 Crore in the last 3 audited Financial Years ending March-2023.  In case audited balance sheet is not available for the FY 2022-23, then the balance sheet for FY 2019-20 shall be accepted.	<ul style="list-style-type: none"> <li>• Statutory Auditors certificate.</li> <li>• Balance Sheet and Profit and Loss Account for the last three financial years</li> </ul>
7.	The Insurance Company should have valid PAN, and GST Registration Certificate.	Enclose documentary evidence of valid PAN and GST Registration Certificate.
8.	The Bidders should have its registered office or Branch Offices in NCR Delhi (if any), other premises, Administration facilities and marketing organisations which are necessary for the efficient and effective performance of its obligations under the contract.	Documentary Proof of its registered office or Branch Offices in NCR Delhi.  The complete address (along with telephone no. e-mail etc.) of its registered office or Branch Offices in NCR Delhi should be mentioned in bid
9.	The license of the bidder should not stand suspended or cancelled by IRDAI as on bid due date	Declarations/relevant documents should be submitted with the online bid.
10	<b>The net worth of the Bidder firm should not be negative on March 2023 and should have not eroded by more than 30% (thirty percent) in the last three years, ending on March 2023.</b>	<ul style="list-style-type: none"> <li>• <b>Statutory Auditors certificate certifying positive net worth and certificate that net worth of the Bidder firm should have not eroded by more than 30% (thirty percent) in the last three years, ending on March 2023.</b></li> <li>• <b>Balance Sheet and Profit and Loss Account for the last three financial years</b></li> </ul>

- (c) The technical Bid of each Bidder complying to the above-mentioned Minimum Eligibility Criteria shall be further evaluated in accordance with the following methodology:

	<b>Component</b>	<b>Criteria</b>	<b>Max. Marks</b>	<b>Documents to be Submitted</b>
1	<b>Years of Existence of Insurance Company</b>	Overall existence in terms of no. of years since incorporation(firms) Maximum 10 Marks <ul style="list-style-type: none"> <li>• More than 3 but less than or equal to 5 years – 3 Marks</li> <li>• More than 5 but less than or equal to 10 years – 5 Marks</li> <li>• More than 10 years– 10 Marks</li> </ul>	10	Certificate of Incorporation / Registration
2	<b>Average Annual Turnover in Last 03 Financial Years</b>	An Average Annual Turnover in the last 3 audited Financial Years ending March-2023: <ul style="list-style-type: none"> <li>• More than 5.22 cr- but less than or equal to 10 Crs. – 3 Marks</li> <li>• More than 10 cr- but less than or equal to 15 Crs. – 5 Marks</li> <li>• More than 15 Crs. – 10 Marks</li> </ul>	10	<ul style="list-style-type: none"> <li>• Statutory Auditors certificate.</li> <li>• Balance Sheet and Profit and Loss Account for the last three financial years</li> </ul>
3	<b>Prior Experience in providing Group Medical Insurance / Group Accidental Coverage</b>	Experience of having covered in the required number persons/policies in each of the last 03 Financial years under Group Medical Insurance / Group Accidental Coverage: <ul style="list-style-type: none"> <li>• More than 7500 but less than or equal to 10,000- 10 marks</li> <li>• More than 10,000- but less than or equal to 20,000- 15 marks</li> <li>• More than 20,000- 20 marks</li> </ul>	20	Proforma as per III (A) along with proof of experience like work order and/or Policy documents.
4	<b>Prior Experience in providing Group Medical Insurance / Group Accidental Coverage to Government Sector.</b>	Association with Government Projects/ PSUs/ Autonomous Bodies in last 03 Financial years where the minimum no. of persons/policies covered annually in each case is more than 1000: <ul style="list-style-type: none"> <li>• More than 3 but less than or equal to 5 Clients/Projects: 3 marks</li> <li>• More than 5 but less than or equal to 10 Clients/Projects: 7 marks</li> <li>• More than 10 Clients/Projects: 10 Marks</li> </ul>	10	Proforma as per III (A) along with proof of experience like work order and/or Policy documents.
5	<b>Prior Experience in providing Group Medical Insurance / Group Accidental Coverage in Sports Sector/Domain.</b>	Association with Government Projects in Sports Domain/ Federations/ Sporting Associations/ Eminent Sports Personalities etc. in last 03 Financial years: <ul style="list-style-type: none"> <li>• 2 Clients/Policies: 3 marks</li> <li>• More than 2 but less than or equal to 5 Clients/Policies: 5marks</li> <li>• More than 5 Clients/Policies: 10 Marks</li> </ul>	10	Proforma as per III (A) along with proof of experience Like work order and/or Policy documents.
6	<b>Claim Settlement ratio</b>	Claim Settlement ratio of the insurance company as per recent IRDA (2019-20) release: <ul style="list-style-type: none"> <li>• More than .80 but less than or equal to .85- 2 Marks</li> <li>• More than .85 but less than or equal to .90- 5 Marks</li> <li>• More than .90 but less than or equal to .93- 7 Marks</li> <li>• More than .93 but less than or equal to .95- 10 Marks</li> <li>• More than .95 but less than or equal to .98-15 Marks</li> </ul>	20	Documentary evidence for the same supported by IRDAI data.

	Component	Criteria	Max. Marks	Documents to be Submitted
		<ul style="list-style-type: none"> <li>• More than .98 - 20 Marks</li> </ul>		
7	<b>Number of Network Hospitals Providing Cashless Facility</b>	<p>The number of Network hospitals in the country where the service Provider offers Cashless facility:</p> <ul style="list-style-type: none"> <li>• Less than 5000- 0 marks</li> <li>• More than 5000 but less than or equal to 5500 –5 Marks</li> <li>• More than 5500 but less than or equal to 6000 – 10 Marks</li> <li>• More than 6000 but less than or equal to 6500 – 15 Marks</li> <li>• More than 6500 – 20 Marks</li> </ul>	20	Self-Declaration regarding the number of Network Hospitals along with details of the Hospitals as a list or link regarding the same on company’s official website.
		<b>Total</b>	100	

**A Bidder must get a minimum of 60 marks (out of 100 marks) in the Technical Evaluation to proceed to be declared as Technically Responsive and to be considered for opening of Financial bid.**

**SECTION– III (B)**  
**PROFORMA FOR PERFORMANCE STATEMENT**

**DATE:** \_\_\_\_\_

(For the period of last three years)

Bid Reference No. : \_\_\_\_\_

Date of opening : \_\_\_\_\_

Name and address of the Bidder : \_\_\_\_\_

Period	Total No. of Policy issued	Total No. of Claims Received	Total No. of Claims Settled as per Guidelines of IRDAI	Average Time Taken for Settlement of Claims	No. of Claims pending	Reasons of pendency of Claims
1	2	3	4	5	6	7
2017-18						
2018-19						
2019-20						

(Signature & Seal of the Bidder)

**Note:**

1. Purchaser reserves the right to ask Bidder to furnish documentary evidence/details in respect of above or any other information as may be required.

**SECTION – IV (A)**  
**BID SUBMISSION FORM**

Date \_\_\_\_\_

To,

Sports Authority of India  
Jawaharlal Nehru Stadium Complex,  
Gate No.10, Lodhi Road,  
New Delhi-110003

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

We, the undersigned have gone through the above-mentioned Bidding Document, including amendment/corrigendum no. \_\_, dated \_\_\_\_ (if any), the receipt of which is hereby confirmed. We undertake and agree to provide Insurance cover to the purchasers named in the schedule in conformity with your above referred document at the rates as shown in the price schedule(s), attached herewith and made part of this Bid.

2. We agree to keep our Bid valid for acceptance for 180 days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period.

3. We further confirm that, upon conclusion of formal Contract on us, the supply orders placed on us by the designated Purchaser against the Contract shall constitute a binding contract between us and the Purchaser.

4. We undertake that we have not supplied the required items at a price lower than the price quoted for these items by us.

5. We fully agree to abide by all terms and conditions of General Conditions of Contract/Special Condition of Contract as per Section-VII.

6. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above-referred Bid Reference.

7. We agree and acknowledge that in case the Bidder impairs/amends/withdrawn during the bid validity period and or any deviation/violation of the tender conditions will lead to termination of the contract, despite other remedies as may be available to the Purchaser/SAI.

8. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

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

\_\_\_\_\_  
\_\_\_\_\_  
[Signature with date, name and designation]

Duly authorised to sign Bid for and on behalf of Messrs \_\_\_\_\_

[Name & address of the Insurance Service Provider]

**SECTION – IV (B)**  
**Form for Power of Attorney/Board Resolution**

Know all men by these presents, we,/Resolved vide board resolution dated \_\_\_\_\_(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (Name),son/daughter/wife of \_\_\_\_\_and presently residing at\_\_\_\_\_, who is [presently employed with us and holding the position of\_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the “Attorney/Authorised Signatory”) to do in our name and on our behalf/benefit of the company, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the (Name of Mandate) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidder’s and other conferences and providing information/responses to Sports Authority of India( hereinafter referred to as “Purchaser”), representing us in all matters before Purchaser, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Purchaser in all matters in connection with or relating to or arising out of our bid for the said Tender and /or till the entering into the Contract with Purchaser.

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

IN WITNESS WHEREOF WE, \_\_\_\_\_THE ABOVE-NAMED PRINCIPALS  
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_DAY OF 20\_\_

For \_\_\_\_\_

(Signature)

(Name, Title, and Address) Witnesses:

- 1.
- 2.

Accepted (Notarized)  
(Signature)

(Name, Title and Address of the Attorney)

**Section IV (C)**  
**Price Schedule Form**

**Bid reference No.-----**

**AS PER BOQ UPLOADED IN THE CPP PORTAL**

- a. Bidders are required to provide ‘Premium(**yearly**)’based on the Scope of Work mentioned in Section VI with proper tax break up. Please note that there should be no disclaimers restricting any commitment to the SAI.
- b. Bidder should provide the ‘Premium’ as per prescribed format in 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.
- c. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever applicable and/or payable.
- d. The final price Bid of the bidder shall be inclusive of all applicable taxes, duties and levies including Goods and Service Tax (GST) which is to be indicated separately as per BOQ, withholding tax etc.
- e. Purchaser shall take into account all Taxes, Duties and Levies for the purpose of evaluation.
- f. Any alteration/cutting/over-writing in the rates should be attested by the authority signing the bid. Bids received with alteration/ cutting/over- writings without attestation will not be considered.
- g. If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price, the unit price shall prevail and the total price corrected accordingly.
- h. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- i. 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 speed post/e-mail. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.
- j. As the basis of bidding is unit rate, it will be assumed that in absence of any other information, rate quoted is for per unit.
- k. Ranking of Bidders would be on the basis of total cost (lowest overall cost). In case 02 or more bidders quote the same rate, preference will be given to the bidder having maximum coverage of hospitals all over India and with minimum average time for settlement of claims.

**SECTION – IV (D)**  
**NEFT MANDATEFORM**

From: M/s.

Date:

To  
Executive Director (Finance)  
Sports Authority of India

**Sub: NEFT PAYMENTS**

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

**NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM**

<b>Name of City</b>	
<b>Bank Code No.</b>	
<b>Bank 's name</b>	
<b>Branch Address</b>	
<b>Branch Telephone / Fax no.</b>	
<b>Bidder's Account No.</b>	
<b>Type of Account</b>	
<b>IFSC code for NEFT</b>	
<b>IFSC code for RTGS</b>	
<b>Bidder's name as per Account</b>	
<b>Telephone no. of supplier</b>	
<b>Bidder's E-mail ID</b>	

\_\_\_\_\_  
\_\_\_\_\_  
[Signature with date, name and designation]  
For and on behalf of Messrs

Confirmed by Bank

\_\_\_\_\_  
[Name & address of the Insurance Service Provider]

Enclosed a copy of Crossed Cheque

**SECTION IV (E)**  
**DISCLOSURE OF CONFLICT OF INTEREST**

It is hereby disclosed that we have not any conflict of interest with others bidders in terms of conditions stipulated in clause No. 37 Conflict of interest among Bidders of Section II of Tender Document. If this disclosure is found wrong later on, we are liable for punitive action as per terms of the agreement.

(Authorized Signatory)

Stamp

**SECTION IV (F)**  
**DISCLOSURE OF CODE OF INTEGRITY**

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

1. Prohibition of:-

- a) Making offer either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b) Any omission, or misrepresentation that may mislead or attempt to mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- c) Any collusion bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- d) Improper use of information provided by the procuring entity to the bidder with intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g) Obstruction of any investigation or auditing of a procurement process.
- h) Making false declaration or providing false information for participation in a tender process or to secure a contract.

2. It is also disclosed that no previous transgressions have been made in respect of the provisions of Sub Clause (i) of Rule 175 of GFR with any entity in any country during the last three year or of being debarred by any other procuring entity.

(Authorized Signatory)

Stamp

**PART-2**

**SUPPLY REQUIREMENTS**

**SECTION – V (A)**  
**SCHEDULE OF REQUIREMENTS**

1. Bids are invited for providing General Medical Insurance and Group Personal Accidental Insurance as mentioned under Section -VI (Scope of Work): -

	<b>Brief description of goods/service</b>	<b>Persons (No.)</b>																					
1.	Medical Insurance Policy – Rs. 5 Lakhs	“Figure of 15,000 persons is tentative” and the no. of policies awarded will be on actual basis.																					
2.	Personal Accident Policy (Disability/Death) – Rs.25Lakhs	Cashless facilities all over India are required in different age group for <b>National Campers, KIAs, NCOE and STC Athletes and Support Staff</b> as under:- <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>S.No</th> <th>Age Group (in Yrs.)</th> <th>Approx</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Up to 21</td> <td>Approximately 11,550</td> </tr> <tr> <td>2.</td> <td>22-35</td> <td>Approximately 2,800</td> </tr> <tr> <td>3.</td> <td>36-50</td> <td>Approximately 200</td> </tr> <tr> <td>4.</td> <td>51-55</td> <td>Approximately 150</td> </tr> <tr> <td>5.</td> <td>56-60</td> <td>Approximately 150</td> </tr> <tr> <td>6.</td> <td>61 and above</td> <td>Approximately 150</td> </tr> </tbody> </table>	S.No	Age Group (in Yrs.)	Approx	1.	Up to 21	Approximately 11,550	2.	22-35	Approximately 2,800	3.	36-50	Approximately 200	4.	51-55	Approximately 150	5.	56-60	Approximately 150	6.	61 and above	Approximately 150
S.No	Age Group (in Yrs.)	Approx																					
1.	Up to 21	Approximately 11,550																					
2.	22-35	Approximately 2,800																					
3.	36-50	Approximately 200																					
4.	51-55	Approximately 150																					
5.	56-60	Approximately 150																					
6.	61 and above	Approximately 150																					

*Note: The No. of persons are approximately 15,000, however, list of the persons to be covered will be in parts as and when required by SAI. SAI reserves its right to increase the number of persons by 25% without any change in scope.*

**SECTION – V (B)**  
**DETAILS OF PREVIOUS CLAIMS**

For Group Medical Insurance

<b>Year</b>	<b>Numbers insured</b>	<b>Claims reported</b>
2020-21	5134	12
2021-22	12137	194
2022-23	15770	309

For Group Personal Accidental Insurance

<b>Year</b>	<b>Numbers insured</b>	<b>Claims reported</b>
2020-21	5134	0
2021-22	12137	0
2022-23	15770	1

Note: Year is considered as period 1<sup>st</sup> June of the starting year to 31<sup>st</sup> May of next year

## **SECTION - VI SCOPE OF WORK**

### **1. Medical Insurance Cover (Medical Insurance Policy – Rs. 5 Lakhs):**

#### **1.1 Cashless facilities in the hospitals**

**1.2 In patient hospitalisation:** Expenses incurred for treatment of the insured person in any hospital of nursing home on account of any accident or disease or f injury upon advice of Medical Practitioner then the following hospitalization expenses shall be payable by the Insurer.

- a) Pre & Post hospitalization: 30 days of pre-hospitalization and 60 days for post hospitalization.
- b) Room Rent: In normal cases room rent @ 2% of sum insured and for ICU @4% of sum insured.
- c) Nursing Expenses: These expenses will be reimbursed subject to specific recommendation of treating physician/doctors that patient disease is such which required utmost care by a nurse. Expenses reimbursable as per entitlement.
- d) Medical Practitioner/Anesthetist, Consultant fees: Expenses reimbursable as per entitlement.
- e) Expenses on Anesthesia, Blood Oxygen, Operation Theatre charges, surgical Appliances, Medicines and Drugs, Diagnostic Materials and X-Ray, MRI, CT Scan, Dialysis, Chemotherapy, Radiotherapy, cost of pacemaker, Artificial Limbs, Cost of organs and similar expenses.
- f) Psychiatric treatment to be covered.
- g) All the pre-existing diseases to be covered from day one without any waiting period.
- h) Day Care: This covers all medical procedures and treatments or cares which are to the nature of an emergency treatment which is provided in a Hospital but does not necessitate an admission as an indoor patient. Which are listed 140 + procedures Ex: Contract. Dialysis
- i) There will be no restrictions on the expenses incurred due to the investigation or diagnosis of any disease/injury since such expenses shall be a part of the treatment.
- j) All Critical Illness including COVID -19/ Dreaded Disease Cover.
- k) Ambulance charges up to Rs. 2,000/-
- l) Dental treatment in case of Accident.
- m) Homeopathic, Ayurvedic to be covered only if treatment is done in government hospitals/NABH/ QCI accredited hospitals.
- n) No capping will be applicable on any disease/ surgeries.

### **2. Personal Accidental Insurance Policy (Personal Accident Policy (Disability/Death) – Rs.25Lakhs):** Coverage of Personal Accidental Policy at Rs. 25.00 Lakhs per personnel including Death/Permanent Total and Partial disability. (Disablement arising solely and directly bodily injury arising out of any “accident” any time during the policy period.). Policy benefits coverage:

- i) Accidental death – 100%
- ii) Permanent total disability (PTD) – 100%
- iii) Permanent partial disability (PPD): As per disability.
- iv) Terrorism risk covered.

### 3. Obligations of the Insurance Company:

- a) Hospitalization expenses of person donating an organ during the course of organ transplant will also be payable.
- b) 24 x 7 Cashless Facility will be given to the personnel for availing treatment from the network hospitals. In case they undergo treatment from non-network hospitals during emergency, the claim shall be reimbursed in full. The said claim will be settled within 15 working days from the date of submission and payment will be made directly to the concerned.
- c) The Medi-claim Photo cards of the personnel should be issued by the Insurance Company within one month after submission of names.
- d) Addition/Deletion of Personnel on Pro-rata Basis for the remainder of the premium period: Data to be provided by the consignee by 1st week of subsequent Month.
- e) The insurer should register themselves on National Sports Repository System and ensure that the data related to insurance policy are made available digitally on National Sports Repository System
- f) The Insurance Company should have a 24x7 helpline to sort out the queries of the claimants.
- g) Personnel from the Insurance company should visit SAI, Head Office, New Delhi once in a month for feedback/handling the grievances and a whole.
- h) The obligations of the Insurance Company shall be in line with IRDAI Guidelines, the same be clearly specified by the Company.
- i) **Reports including claims of individuals and the details of settlement are to be furnished on a monthly basis or as and when required by the SAI or Indentor. On transfer of any claim to the purchaser's account, the Insurance Company should intimate the purchaser vide mail and hard copy all the details of the transferred amount with relevant documents and account details.**
- j) Admission and discharge support to and from the hospital should be provided, preferably on a 24x7 basis.
- k) The successful bidder shall at its own cost and expense comply with all the provisions, orders and notifications as may be issued by the IRDA, the Government and the competent authorities from time to time.

*Note – Photo is required for availing Insurance.*

**PART-3**  
**CONTRACT**

**SECTION VII**  
**GENERAL CONDITIONS OF CONTRACT**

S.no.	Topic	Page no.
1.	Application	38
2.	Scope of Work	38
3.	Notification for award of rate contract	38
4.	Period of rate contract	38
5.	Placement of Supply Order	38
6.	Prices	38
7.	Taxes, duties	39
8.	Terms and mode of payment	39
9.	Liquidated Damages	39
10.	Default	39
11.	Termination for Insolvency	39
12.	Force Majeure	40
13.	Remedies available to purchaser for delay in supply/Non-supply for which supplier is responsible	40
14.	Revocation/cancellation of rate contract	41
15.	Fall Clause	41
16.	Withholding and lien in respect of sums claimed	41
17.	Modifications	42
18.	Obligations of Insurance Company	42
19.	Confidentiality and Non-Disclosure Agreement	42
20.	Resolution of disputes	42
21.	Jurisdiction	43
22.	Applicable law	43

## **SECTION - VII**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. APPLICATION:**

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 under Section V and Scope of Work under Section VI of this document.

#### **2. Scope of Work:**

The Services to be provided by the Insurance Service Provider under this Contract shall conform to the Scope of Work mentioned under Sections VI of this document.

#### **3. Notification for Award of Rate Contract**

3.1 Before expiry of the Bid validity period, the purchaser will notify the successful Bidder(s) in writing, by speed post/email/e-portal to be confirmed by speed post/email that it's Bid for services, which have been selected by the purchaser, has been accepted, for award of Rate Contract.

3.2 The successful Bidder shall return the original copy of the Rate Contract, duly stamped, signed and dated, to the purchaser by registered/speed post within fifteen days from the date of issue of the Rate Contract.

#### **4. PERIOD OF RATE CONTRACT:**

The period of Contract shall be for a period of 24 months from the date of issue of contract. The bidders have to quote the yearly rate of insurance cover as per scope of work which will be valid for the entire contract period. The purchaser reserves the right to renew/extend the Rate Contract with the supplier at expiry of Rate Contract at the same rates & terms and conditions subject to satisfactory performance and mutual agreement, for a further period upto 12 months after expiry of Rate Contract. The orders against this contract will be placed by SAI Centres, Kelo India, NCOEs, RCs etc. as per their requirement during the contract period and the payment shall also be released by the respective SAI Centres as per the unit rates finalized under this RFP

#### **5. PLACEMENT OF SUPPLY ORDER:**

5.1 The Rate Contract shall remain in force for the period as indicated above. The authorized Indentors will submit list of persons to be insured during the currency of the rate contract. The addition and deletion of Personnel will be done on Pro-rata Basis for the remainder of the premium period as given in the Section VI: Scope of Work of this document.

5.2 The Purchaser/Indentors reserve the right to place the supply order on any other supplier(s) during the rate contract period. The arrangement with the Supplier under this contract is on non-exclusive basis.

5.3 The responsibility for placing Supply Orders against the rate contract, making payment to the supplier (after deducting liquidated damages or without liquidated damages as the case may be), legal issues, legal disputes, resolution of disputes and other liabilities shall rest with the respective Purchase Officer who places the supply order against the rate contract.

#### **6. PRICES:**

Prices to be charged by the supplier for provision of services in terms of the Rate Contract shall not vary from the corresponding prices quoted by the bidder in its Bid and incorporated in the Contract.

## **7. TAXES, DUTIES:**

Bidder/Supplier shall be entirely responsible for all taxes, duties, levies etc. incurred until delivery of the contracted goods to the purchaser. Only statutory variations on GST (if applicable) shall be reimbursed to the extent of actual payment by the Bidder.

## **8. TERMS AND MODE OF PAYMENT:**

8.1 100% payment of premium on the day of the start of insurance cover against submission of relevant documents.

8.2 The payment will be done based on the actual no. of insurance policies enrolled on pro rata basis.

8.3 Paying Authority/officer: The payment of services supplied will be made by the Paying officer of concerned purchaser placing the supply order and expenditure is to be booked against his accounts. The orders against this contract will be placed by SAI Centres, Kelo India, NCOEs, RCs etc. as per their requirement during the contract period and the payment shall also be released by the respective SAI Centres, Kelo India, NCOEs, RCs etc. as per the unit rates finalized under this RFP

8.4 The supplier shall not claim any interest on payments under the contract.

8.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Purchaser.

8.6 All payments against the supply orders will be made in Indian Rupee through National Electronic Fund Transfer (NEFT)/RTGS systems as per the NEFT Mandate Form attached as per Section-IV(D).

## **9. Liquidated damages**

Subject to the provision of Force Majeure under GCC, if the insurance service provider fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, blacklist and carry out proceedings against the insurance service provider as per IRDAI guidelines.

## **10. DEFAULT**

10.1 The purchaser, without prejudice to any other Contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the Insurance Service Provider, Blacklisting and proceeding as per IRDAI guidelines will be carried out, if the Insurance Service Provider fails to perform any Contractual obligation(s) within the time period specified in the Contract, or within any extension thereof granted by the purchaser.

10.2 Unless otherwise instructed by the purchaser, the Insurance Service Provider shall continue to perform the Contract to the extent not terminated.

## **11. TERMINATION FOR INSOLVENCY**

If the Insurance Service Provider becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the Contract at any time, by serving written notice to the Insurance Service Provider without any compensation, whatsoever, to the Insurance Service Provider subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

## **12. Force Majeure**

12.1 Notwithstanding the provisions contained in GCC, the Insurance Service Provider shall not be liable for imposition of any such sanction so long the delay and/or failure of the Insurance Service Provider in fulfilling its obligations under the Contract is the result of an event of Force Majeure.

12.2 For purposes of this clause, Force Majeure means an event beyond the control of the Insurance Service Provider and not involving the Insurance Service Provider's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the Non – Performance or delay in performance. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or Contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

12.3 If a Force Majeure situation arises, the Insurance Service Provider shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the Insurance Service Provider 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.

12.4 If the performance in whole or in part or any obligation under this Contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the Contract without any financial repercussion on either side.

12.5 In case due to a Force Majeure event the purchaser is unable to fulfil its Contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **13. Remedies available to Purchaser for delay in supply / Non-Supply for which supplier is responsible**

13.1 The supplier shall perform the services under the contract within the time schedule mutually agreed between purchaser and supplier and specified by the purchaser as incorporated in the contract.

13.2 In case of delay in supply/non-supply, the purchaser has the following options depending upon the circumstances of the case: -

- i. To extend the delivery period imposing liquidated damages and other denial clauses.
- ii. To withdraw the supply order after expiry of the stipulated delivery period and cover the

demand against any other parallel Rate Contract holding firm and

- iii. To apprise SAI HO about the non-materialisation of supplies against the order placed, and also to record bad performance of the firm to be kept in view while awarding the next Rate Contract.

#### **14. Performance Guarantee/Performance Security**

14.1 As guarantee for the due performance, observance and fulfilment of all obligations, terms, conditions, representations, warranties and covenants of the Contractor under the Bidding Documents within 14 (fourteen) days from the date of the issue of notification of award by the purchaser, the Contractor shall furnish Performance guarantee to the Purchaser for an amount equivalent to three per cent –(03%) of the total value of the contract prior signing of this contract.

14.2 Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor including warranty period from the date of acceptance of the items by the consignee(s).

14.3 Contractor may furnish performance guarantee in the form of an account payee Demand Draft, Insurance Surety Bond, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (including e-bank guarantee) from a Commercial bank in an acceptable form in the format at Section VIII (B), safeguarding the Purchaser's interest in all respects.

Account Details: Secretary SAI

Andhra Bank Account No: 108510100032325 IFSC

No. ANDB0001085

14.4 In the event of any amendment issued to the contract regarding extension of contract, the contractor shall, within 14 (fourteen) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the amended contract.

14.5 The Purchaser will release the Performance Security without any interest to the contractor on successful completion of the all contractual obligations subject to adjustment of all amounts/losses/damages/recoveries/ costs/penalties payable to the Purchaser and claims of Purchaser, there from.

14.6 The Performance Security shall be denominated in Indian Rupees in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in **Section-VIII(B)** of this document in favour of the Purchaser.

14.7 Performance Security shall be forfeited and credited to the accounts of SAI, in the event of a breach of contractual obligations by the contractor, without prejudice to its other rights and remedies under any contract, law or equity (including without limitation Purchaser's right to terminate the Agreement for breach),

14.8 Contractor agrees that the decision of SAI in respect of any forfeiture/invocation/adjustment of the Performance Security will be final and binding on the contractor. Purchaser shall be entitled, without any limitation or interference, to forfeit/invoke/adjust the Performance Security, as set out in this Section. Upon forfeiture/invocation/adjustment of the Performance Security as aforesaid, the contractor shall replenish the Performance Security to their original amounts within 7 days from the date of such forfeiture/invocation/ adjustment. In case of any delay or failure in replenishing the Performance Securities as set forth in the foregoing sentence, Purchaser reserves its rights to terminate the Bidding Documents without any further notice to the Contractor.

#### **15. REVOCATION/CANCELLATION OF RATE CONTRACT:**

Since, the rate contract is a standing offer and is merely a document embodying various terms of the standing offer made by the contractor for acceptance by the purchaser, either party namely, the R/C holder/ the Purchaser can legally revoke/cancel the Rate Contract at any time during the currency of the Rate Contract giving a notice of 30 days. The revocation of the Rate Contract on the part of the R/C holder shall take effect 30 days from the date of the communication of revocation is received by the Purchaser. The cancellation of the rate contract by the Purchaser shall take effect 30 days from the date of issue of letter notifying the short-closure.

## **16. Fall Clause**

If the rate contract holder reduces its price or sells or even offers to sell the rate contracted goods/services following conditions of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and the rate contract amended accordingly. Other parallel rate contract holder, if any, are also to be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (fifteen) days time to intimate their revised prices, if they so desire, in a sealed cover to be opened in public on the specified date and time and further action taken as per standard practice.

## **17. Withholding and lien in respect of sums claimed**

17.1 Award of rate contract does not confer any right on the rate contract holding firm for automatic placement of order from the indenter.

17.2 Award of rate contract also does not confer any right to rate contract holding firm to use name of SAI/ logo on their letter head, calendars, diary's etc. and sports equipment and declare themselves as official contractors of SAI.

17.3 Performance of rate contract holding firm shall be taken into consideration while awarding next rate contract.

## **18. MODIFICATIONS**

After award of the contract, any changes in the modus of implementation can be agreed to mutually in writing.

## **19. OBLIGATIONS OF INSURANCE COMPANY**

19.1 The Insurance Company shall perform the Services and carry out their obligations as per IRDAI Guidelines with all due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices and shall observe sound management practices.

19.2 The Insurance Company shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to SAI.

19.3 The Insurance Company should have a 24x7 helpline to sort out the queries of the claimants. Personnel from Insurance Co. Should visit SAI HO once in a month for feedback/handling grievances as a whole.

## **20. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

20.1 Without prior written consent of the other party at any time, each shall not divulge or disclose to any person or use for any purpose unconnected with the implementation of the work, any information concerning the work, the services expect to their respective officers, directors, employers, agents, representatives and professional advisors on a need to know basis or as may be required by any law, rule, regulation or any judicial process.

20.2 The Insurance Company shall obtain SAI's prior approval in writing wherever necessary.

20.3 Documents Prepared by the Insurance Company to be the Property of SAI. All plans, charts, specifications, designs, reports and other documents and software submitted by the Insurance Company shall become and remain the property of SAI, and the Insurance Company shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to SAI, together with a detailed inventory.

20.4 Policy holder Servicing Turnaround Times for different services shall be as prescribed by IRDAI in its handbook on Health Insurance. Any delay beyond the prescribed period shall be subject to levy of Liquidated Damages in terms of Clause 9 above.

20.5 This bidding document shall supersede the standard policy documents issued by the Bidder.

## **21. Resolution of disputes**

21.1 This RFP shall be governed by and construed in accordance with the laws of India. Subject to Clause 21.2, the courts of New Delhi, India shall have exclusive jurisdiction over all matters arising pursuant to this RFP.

21.2 If any dispute arises under this RFP and/or the Agreement, as the case may be, which cannot otherwise be amicably resolved between the Parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the Parties fail to have consensus over the appointment of a single arbitrator, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment then in effect.

21.3 The seat and venue for arbitration shall be New Delhi, India and the arbitration shall be conducted in the English language.

21.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each Party shall bear its own lawyers' fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.

21.5 The parties shall continue to perform their respective obligations under the Agreement during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of Arbitration proceedings.

21.6 SAI shall have the right to bring an action seeking injunctive or other equitable relief before the courts at New Delhi, India if it reasonably believes that damages may not be an adequate remedy for any breach by the Bidder and/or Operator.

## **22. Jurisdiction**

All question, disputes or differences arising under or out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction of the court within the local limits of whose jurisdiction the place from which the Supply Order has been issued.

## **23. Applicable Law**

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

**SECTION – VIII (A)**  
**CONTRACT AGREEMENT**

**Contract Form for Mediclaim Insurance and Personal Accidental Insurance**

**SPORTS AUTHORITY OF INDIA,  
JAWAHARLAL NEHRU STADIUM COMPLEX,  
GATE NO. 10, LODHI ROAD, NEW DELHI-110003.**

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

Dated \_\_\_\_\_

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

1. Name & address of the Insurance Service Provider (Rate Contract Holder):  
\_\_\_\_\_
2. Purchaser's Bidding Document No \_\_\_\_\_ dated \_\_\_\_\_ and Subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the purchaser.
3. Insurance Provider's Bid No \_\_\_\_\_ Dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection with this Bid.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this Rate Contract:
  - (i) General Conditions of Contract;
  - (ii) Schedule of Requirements;
  - (iii) Scope of Work;
  - (iv) Bid Form furnished by the supplier;
  - (v) Price Schedule(s) furnished by the supplier in its Bid;
  - (vi) Insurance Agency's Authorisation Form (if applicable for this Bid);
  - (vii) Purchaser's Notification of Award of Rate Contract
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
  - (i) **Brief particulars of the goods and services which shall be supplied/ provided by the supplier are asunder:**

Schedule No.	Brief description of services	Accounting unit	Unit Price	Total Price	Period of Policy

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

Rate Contract valid upto:

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

**(Signature, Name and Address of the purchaser's authorised official)  
For and on behalf of Director General  
Sports Authority of India**

Received and accepted this Rate Contract

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

[Name & address of the Insurance Service Provider]  
\_\_\_\_\_

(Seal of the supplier)

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

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

**SECTION VIII (B)- BANK GUARANTEE FORM FOR BID SECURITY**

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

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

(2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-

- a) Fails or refuses to furnish the performance security for the due Performance of the contract.
- or
- b) Fails or refuses to accept/execute the Rate Contract.

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

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

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

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

**SECTION VIII (C)- 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 \_\_\_\_\_ to supply (description of goods and 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 by 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 \_\_\_\_\_ months from the date of Notification of Award i.e. up to----- (indicate date)

.....  
(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