

**Sports Authority of India**

**“REQUEST FOR PROPOSAL”**

**(RFP)**

**For**

**Engagement of an Event Management Agency for Fit India Carnival**

**At Chhatrapati Sambhajanagar**

**SAI NCOE Chhatrapati Sambhajanagar**

**Date of publish 26.02.2026**

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## DISCLAIMER

1. The information contained in this Request for Proposal Document (hereinafter known as “RFP Document”) or any information subsequently provided to Bidders in documentary form by or on behalf of Sports Authority of India (SAI) NCOE Chhatrapati Sambhajinagar or any of their representatives, employees, or advisors (collectively referred to as “Representatives”), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
2. This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities, who are qualified to submit their Proposal (“Bid”). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for SAI or its Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.
3. This RFP contains information about the scope of work and the qualification process for the selection of the Bidder. The purpose of this RFP is to provide interested parties with information to facilitate the formulation of their bid pursuant to the Bid notice.
4. SAI and/or its Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP.
5. Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. The Authority, its employees and advisers make no representation or warranty as to the accuracy, reliability or completeness of the information in this bid and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

7. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the PMC and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
8. The Authority reserves the right to, but without being under any obligation to do so, amend or supplement the statements, information, assessment or assumptions contained in this bid at any time during the bidding process by way of revision, deletion, update or supplement and annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.
9. No objections raised by any Bidder(s) or any third party to such changes/modifications/additions/alterations as provided above, whether explicit or implicit, shall be entertained. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by the Authority
10. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.
11. The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to SAI or any of its respective officers, employees, advisors or agents.

## 1. NOTICE INVITING TENDER

Sports Authority of India, (hereafter referred as “SAI”) an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from qualified Firms to associate with SAI as **Event Management Agency for FIT India Carnival scope of which including but not limited to the following:**

- a) **Infrastructure & Venue Setup**
- b) **Event Logistics & Operations**
- c) **Branding & Communication**
- d) **Engagement & Activities**
- e) **Post-Event Deliverables**

The detailed scope of work and deliverables are mentioned in ANNEXURE ‘I’, Terms of Reference for the Consultancy Services (TOR), of this RFP.

## 2. BID SCHEDULE & DATA SHEET

Date of Publication	26.02.2026
Bid submission end date and time	04.03.2026
Bid Validity Period	60 Days
Estimated amount	45,00,000
Earnest Money Deposit (EMD)/ Bid Security	INR 1,35,000  Hard copy of the same may be submitted to in the office of <b>DD, Sports Authority of India NCOE Chhatrapati Sambhajnagar, Dr. Babasheb Ambedkar Marathwada University Campus - 431004</b>
Mode of Submission	Online mode through CPP Portal
Pre bid meeting	(Compulsory offline at Admin Building <b>Sports Authority of India NCOE Chhatrapati Sambhajnagar, Dr. Babasheb Ambedkar Marathwada University Campus - 431004</b> at 04: pm) on 02.03.2026
Opening of Technical Bid date and time	05.03.2026
Method of selection	L1 Selection
JV/Consortium/Subcontracting	Not Allowed
E-mail for all correspondence	saiwtcaurangabad@gmail.com

## INSTRUCTIONS TO BIDDERS

### 3. GENERAL INSTRUCTIONS TO BIDDERS

3.1. The Bidders can download this RFP from the website: <https://sportsauthorityofindia.nic.in> & CPP Portal website: <https://eprocure.gov.in/eprocure/app>. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in Clause 2 of this RFP. **Definitions and Abbreviations:** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

- 3.1.1. "Purchaser" means the organisation purchasing services as incorporated in this document i.e., Sports Authority of India (SAI).
- 3.1.2. "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer-to-offer services in accordance with the terms and conditions set out in this RFP.
- 3.1.3. Bidder" means bidder/the individual/company or firm submitting bids/Quotations/Tender.
- 3.1.4. Bidding Documents" means all documents, including this RFP, provided to the interested Bidders to assist them in the preparation of their Bids in a uniform manner.
- 3.1.5. "Agency", "Firm", "Company", "Bidder", "Consultant", "Service Provider" means any registered entity or person or associations of persons who submit their proposals for providing Services in accordance with this RFP.
- 3.1.6. "Government Authorities" shall mean any or all governmental authority / authorities of India or any subdivision thereof, whether national, federal, provincial, regional, state, county, municipal, local or other and any ministry, department, agency, entity or other body duly exercising executive, legislative, regulatory or administrative functions of government, including any other body which may exercise similar and any other municipal/ local authority having jurisdiction over the parties herein, and shall include any authority established through a statute or an act of the Government of India.
- 3.1.7. "Services" means services as mentioned in this document and other such obligations of the supplier covered under the contract.
- 3.1.8. Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.
- 3.1.9. "Notification of Award" or "NOA" means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
- 3.1.10. "Contract" means the written agreement entered between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- 3.1.11. "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them.

- 3.1.12. "RFP" means this Request for Proposal issued by Sports Authority of India for the purpose as mentioned in this document.
- 3.1.13. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as interest free Security Deposit.
- 3.1.14. "Applicable Laws" shall mean the applicable central, state, and local laws of India, including the rules, regulations and guidelines issued by any governmental, regulatory, executive and judicial and other statutory authorities.
- 3.1.15. "Material Adverse Effect" with respect to a party means a material adverse change in or effect on the business, operations, financial condition, properties or liabilities of the party taken as a whole; provided, however, that a Material Adverse Effect shall not be deemed to include (i) changes as a result of the announcement of this transaction, (ii) events or conditions arising from changes in general business or economic conditions or (iii) changes in generally accepted accounting principles.

- 1.1. The Bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process on the e-Tendering portal as mentioned in [Annexure X](#). This section also mentions the guidelines for submission of bids.

## **2. LANGUAGE OF BID**

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and SAI, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail. In case of any ambiguity that may arise between the original document and its official translation, SAI may choose to decide on such ambiguity and such decision of SAI shall be final and binding on the Bidder.

## **3. DOCUMENTS TO BE SUBMITTED**

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

## **4. AMENDMENT TO BID DOCUMENTS**

- 4.1. 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. Such an amendment to the bid document will be uploaded on SAI website: [www.sportauthorityofindia.nic.in](http://www.sportauthorityofindia.nic.in). Prospective bidders are advised in their own interest to regularly visit website of Sports Authority of India (SAI) for any amendment or information etc. before submitting their bids.
- 4.2. 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.

## **5. MODIFICATION/WITHDRAWAL OF BIDS**

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

## **6. CLARIFICATION OF BID DOCUMENTS**

- 6.1.** A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with SAI in writing. SAI will respond in writing to such request provided the same is received (by SAI) not later than last day of submission of bid. All enquiries should be sent to SAI through email only at (saiwtcaurangabad@gmail.com). SAI shall not be responsible for ensuring that Bidder's enquiries have been received by them. SAI will endeavour to provide a complete, accurate, and timely response to all questions to all Bidders. However, SAI makes no representation or warranty as to the completeness or accuracy of any response, nor does SAI undertake to answer all the queries that have been posed by the Bidders. All responses given by SAI will be distributed/mailed to all the Bidders or posted on the online portal/website. All Bidders should regularly visit the portal for any updates/corrigendum.
- 6.2.** SAI shall conduct a Pre-Bid Conference in accordance with the schedule specified in the Bid Schedule. Attendance at the Pre-Bid Conference is at the sole expense of the Bidder or its authorized representatives. The objective of the conference is to furnish Bidders with pertinent information about the RFP, address their inquiries, and discuss potential solutions. During the Pre-Bid Conference, SAI will afford each Bidder the opportunity to seek clarifications on any aspect of the RFP. The link for the virtual conference will be provided to the Bidders one hour before the scheduled start time.
- 6.3.** Any clarification issued by SAI in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

## **7. ELIGIBILITY CRITERIA**

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

## **8. RFP PROCESS**

- 8.1.** RFP issued by SAI constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as per Clause 6 above) to be Service Provider (after evaluation of eligible bidders), subject to the terms of this RFP, Tender Documents, and the Service Agreement.
- 8.2.** This RFP is no more than a request for proposal, and it does not and is not intended to constitute a contract or a grant of any rights or licenses, or an offer which is capable of

acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by SAI of the Bidder's Bid and the execution of the Service Agreement by both SAI and the Bidder/Service Provider.

**8.3.** This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and SAI reserves the right to withdraw the RFP and/or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid.

**8.4.** Upon selection of a Bidder by SAI, the Service Provider shall enter into a detailed contract/agreement ("**Service Agreement**") incorporating the provisions of this RFP and the successful Bid.

**8.5. Term of Association:** The term of association shall be from the date of execution till the conclusion of the FIT India Carnival or until completion of all contractual obligation as per RFP whichever is later, unless terminated earlier by mutual consent of the parties involved. SAI reserves the right to renew/extend the contract in writing for a further period at the same price.

## **9. BID VALIDITY**

**9.1.** The Bid shall remain valid for acceptance for a period of 60 days (Sixety days) days after the date of Bid Submission as prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, if the contract is not finalised, SAI reserves the right to request for extension of bid validity without changes in any terms and conditions of the RFP.

**9.2.** In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.

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

## **10. BIDPRICES**

**10.1.** The Bidder providing services shall quote only in Indian Rupees.

**10.2.** The Bidder shall indicate in the Price Schedule provided on CPP Portal all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required.

**10.3.** If any firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

**10.4.** Firm Price: The prices quoted by the Bidder/finalised by the authority shall remain firm and fixed during the currency of the Contract and will not be subject to variation on any account.

## **11. EARNESTMONEY DEPOSIT**

- 11.1.** The bidder shall furnish Bid Security for an amount of Rs. 1,35,000 (Rupees One Lakh Thirty Fifty Thousand Only). 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.
- 11.2.** In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- 11.3.** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.
- 11.4.** The Bid Security shall be furnished in one of the following forms:
- a) Account Payee Demand Draft
  - b) Bank Guarantee (including e-BG) from any of the commercial banks (as per the format at [Annexure V](#)),
  - c) Valid Insurance Surety Bonds
- 11.5.** The Demand Draft, Insurance Surety Bonds or Bank Guarantee shall be drawn on any Commercial Bank in India, in favour of the **"Deputy Director Sports Authority of India, Payable at Chhtrapati Sambhajinagar"**. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Annexure V** of the Bid Document.
- 11.6.** The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 60 days from the date of bid submission of the Technical Bid.
- 11.7.** 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.
- 11.8.** 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.
- 11.9.** **Return of Bid Security/EMD:** Bid security should be released to unsuccessful bidders once the contract has been signed with the winning Successful Bidder at the earliest after expiry of final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. However, in case of two packet or two stage bidding Bid securities of unsuccessful bidders

during first stage i.e. technical evaluation etc should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc. EMD of the successful bidder should be returned after receipt of performance security as called for in the contract.

## 12. BIDDERS QUERIES AND RESPONSES THERETO

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

To,					
Sports Authority of India					
BIDDER'S REQUEST FOR CLARIFICATION					
Name of Organization submitting request		Name & position of person submitting request		Full formal address of the organization including phone and email points of contact.	
				Tel:	
				Email:	
<b>Sl. No.</b>	<b>Bidding Document Reference(s) (Clause number/page)</b>	<b>Content of RFP requiring clarification</b>	<b>Points of Clarification required.</b>		
<b>1</b>					
<b>2</b>					

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

**12.3.** Amendments to Bidding Documents:

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

### 13. SUBMISSION OF BIDS

- 13.1. Bids to be submitted online as per instructions in [Annexure X](#) of the RFP.
- 13.2. SAI will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.
- 13.3. In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time on the next working day.
- 13.4. Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Bidders acknowledgement letter of bid submission at CPP portal website: <https://eprocure.gov.in/eprocure/app>.
- 13.5. The bid is to be opened at the prescribed time and date as indicated in RFP Bid schedule. During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).
- 13.6. Financial bids of the technically qualified Bidders shall be opened online at the date, time and as intimated later on CPP Portal <https://eprocure.gov.in/eprocure/app>. The authorized signatories/ representatives of such Bidders who wish to attend the financial bid opening may please do so by showing their bid acknowledgement slip.
- 13.7. Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid schedule mentioned in [Clause 2](#) of the RFP shall not be considered.
- 13.8. The Bidders are required to upload the documents as per Documents to be submitted in Clause 05& Annexure II of this RFP.
- 13.9. Bidders shall submit 'Online Bid' only in PDF/Scanned copy. Hard Copy of Bid documents will not be accepted.
- 13.10. The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
- 13.11. Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 13.12. All terms and conditions in the bid document shall stand freeze on the date of opening of the bid.
- 13.13. The proof of work orders for claim of relevant experience should be dated on or after the date of registration of the firm/ company/LLP etc.

#### 14. SCRUTINY OF BIDS

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

**14.1. Rejection of Technical Bids** - In addition to any other reasons stipulated in this RFP, technical Bids may be rejected under any of the following circumstances

- i. Incomplete bids that do not quote for the complete scope of work as indicated in the Bid-related documents, addendum (if any) and any subsequent information given to the Bidder.
- ii. Information that is found to be incorrect/misleading at any stage during the tendering process.
- iii. Incomplete Bids.
- iv. Inclusion of Financial/Price Bid details in a technical Bid, or technical Bids that reveal quotations, in any form
- v. Non-fulfilment of the eligibility criteria or minimum required score in evaluation criteria set out in this RFP, by the Bidder.
- vi. Any Bid that does not comply with the conditions laid down by SAI.
- vii. Any other reasons deemed fit by SAI.

**14.2. Rejection of Financial/Price Bids** -In addition to any other reasons stipulated in this RFP, financial/price Bids may be rejected under any of the following circumstances:

- i. Incomplete Bids that do not set out the Service Fee for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder.
- ii. Financial/Price Bids made through Tele fax/Telegraphic/Fax/E-mail/by post.
- iii. Bids which do not confirm unconditional validity of the bid for 90 days from date of opening of Bid.
- iv. Bids which do not conform to SAI bid format.
- v. Bids in respect to which the bidder does not accept SAI rectification of clerical/arithmetic discrepancies in the financial/price bid, if any.
- vi. Any Financial/Price Bid that does not comply with the conditions laid down by SAI

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

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

**14.4. Minor infirmity/irregularity/Non-conformity**

If during the preliminary examination, the purchaser finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser may reject or may convey its observation on such 'minor' issues to the bidder by registered / speed post etc. asking the bidder to respond 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.

**14.5. Discrepancies in Prices**

- 14.5.1. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the submission of the Bid.
- 14.5.2. If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly
- 14.5.3. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and
- 14.5.4. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 14.5.5. If, as per the judgment of the 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.
- 14.5.6. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

## **15. EVALUATION CRITERIA**

- 15.1.** The Bid of the Technically Responsive Bidder (i.e. the bidders sub-meeting the document as per Annexure II) who submits the lowest Financial/Price bid (overall price) will be rated as the 'Best Bid' and will be declared as the successful Bidder
- 15.2.** In case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, SAI reserves the right to waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI.

## **16. DECLARATION OF SUCCESSFUL BIDDER**

- 16.1.** Prior to the expiration of the validity period for the Bid, SAI will notify the successful Bidder in writing by Notification of Award that its Bid has been accepted. SAI will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and SAI shall discuss and enter into a mutually agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Bidder and shall not have terms and conditions more onerous on the Service Provider than those contained in the RFP.
- 16.2.** The failure of SAI and the successful Bidder to agree to the terms and conditions of the Service Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals.
- 16.3.** Upon the successful signing of the Service Agreement by the Bidder and SAI, and the Service Provider furnishing the Performance Security, SAI will promptly notify the name of the winning Bidder to each unsuccessful Bidder and refund their respective Earnest Money Deposits.
- 16.4.** Term of the Service Agreement: The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.

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

### **17. PERFORMANCE SECURITY**

- 17.1.** In order to ensure the due performance of the awarded contract, the Service Provider/Successful Bidder shall, within 7 (Seven) days of entering into the Service Agreement with SAI, furnish an irrevocable bank guarantee ([Annexure XII](#)) for an amount of 03% of the accepted value of the contract ("Performance Security") failing which an amount of 0.1% penalty per day of the contracted amount will be levied on the Bidder. Penalty is for specified period not exceeding further seven days and in case failure continues, the contract may be

terminated by SAI and the bidder will be debarred from bidding for SAI /SAI RFPs in future for a period of at least two years.

- 17.2.** The Performance Security in the form of Bank Guarantee or other valid formats Demand Draft/ Valid Insurance Surety Bonds shall be drawn from any Commercial Bank drawn in the favour of Deputy Director Sports Authority of India, Payable at Chhatrapati Sambhajinagar and is to be deposited in the office at Sports Authority of India, NCOE Chhatrapati Sambhajinagar, Dr. Babasaheb Ambedkar Marathwada University campus and/or intimated to the office through mail.
- 17.3.** The Performance Security shall be valid for a period of 60 (Sixty) days from the date of expiry of all contractual obligations. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by SAI. It may require revalidation from time to time as the case may be.
- 17.4.** All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Service Provider. No interest will be payable on the Performance Security by SAI.
- 17.5.** In the event of any failure/any breach or violation on the part of the Service Provider, which is not cured within reasonable time from receiving a written notice of such failure from SAI, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by SAI.

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

The term of association shall be from the date of execution till the conclusion of the FIT India Carnival or until completion of all contractual obligation as per RFP whichever is later, unless terminated earlier by mutual consent of the parties involved. SAI reserves the right to renew/extend the contract in writing for a further period at the same price. The scope of the work requires the successful bidder to successfully execute services as mentioned in TOR. **The scope of work as indicated is tentative and the requirements may evolve over time, SAI reserves the right to increase or decrease the quantity/work as per the requirement without any change in the unit price and other terms & conditions quoted by the bidder during the period of contract subject to a variation of 25% of the total cost of the tender.** The tentative detailed scope of work during the contract period is mentioned in [Annexure I](#).

## **19. TERMS OF PAYMENT**

- 19.1.** The payments in respect of the Services shall be made as follows:
- a. If required an advance amount of 30% may be released to EMA for smooth conduct of event on the total contractual cost and 100% of artist fees (to include their travel & stay), crew travel & stay exp., cost for procuring permissions, etc. required for confirmation.
  - b. The balance payment should be settled on within the agreed timeline as per the contract
  - c. Changes in the applicable taxes at the time of raising of invoice will be charged accordingly.

- 19.2.** Payment will be made after satisfactory completion and acceptance of the required services as mentioned in Scope of Work. The invoices should be submitted along with satisfactory completion certificate from concerned authorities.
- 19.3.** Time and quality shall be the essence of the contract and payment will be made at actuals as per the completion of works.
- 19.4.** Service Provider should furnish details of the location from where they are going to raise their Bills / Invoices to SAI.
- 19.5.** Service Provider must raise their Bills / Invoices in the name of Deputy Director SAI NCOE Chhatrapati Sambhajinagar.
- 19.6.** Payment must be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at source) as per the current Income-Tax Act and /or any other Govt. Orders / rules. The service provider shall be liable for taxes such as GST or any other applicable tax.
- 19.7.** SAI will pay the amount as per the invoice by way of e-transfer/RTGS/NEFT through public financial management system, subject to satisfactory work and other parameters as may be defined by SAI

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

- 20.1.** All information / details submitted to SAI shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.
- 20.2.** Save as expressly authorized by SAI in writing, the Service Provider shall not, without the prior express approval of SAI, incur any liabilities on behalf of SAI, pledge the credit of SAI or make any representations or give any warranty on behalf of SAI.
- 20.3.** The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by SAI, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against SAI and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by SAI.
- 20.4.** The Bidder must strictly comply with all terms and conditions herein. SAI reserves the right to call upon any or all the Bidders to satisfy SAI regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, SAI may call upon any or all the Bidders to make a presentation to SAI in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or otherwise neglects to make such

presentation to SAI shall not be considered for any further evaluation and shall stand immediately disqualified.

- 20.5.** The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract as defined in [Clause 14](#) of this document.
- 20.6.** The Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of SAI, such offices, and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of work.
- 20.7.** Privileges: The following privileges shall be extended to the Service Provider:
- a. Performance certificate to be issued by SAI to the Service Provider upon the satisfactory discharge of its services in respect of each Phase of the project.
  - b. Successful completion certificate to be issued by SAI after completion of contract to the satisfaction of SAI.
- 20.8.** Governing Law and Jurisdiction: The RFP and the relationship between the Bidder and SAI shall be interpreted in accordance with the laws of India. The Courts of Chhatrapati Sambhajnagar shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and SAI.
- 20.9.** It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. SAI shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/bought over by another company during the contract phase. SAI may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach of contract, has misrepresented, or becomes bankrupt or otherwise insolvent, and/or SAI is not satisfied with the work of the Bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SAI. However, in the event SAI, wishes to terminate for convenience, it shall serve a notice period of 30 days to the Bidder, without any cost and/or liability.
- 20.10.** The bidder must monitor and deploy sufficient skilled manpower to complete the deliverables as per timelines mentioned in Scope of Work. However, the manpower as deployed by the Bidder, shall remain in the employment of the Bidder for all purposes and there shall be no employer-employee relationship between SAI and personnel employed by the Bidder. The relationship between SAI and the Bidder shall be on principal basis only. Furthermore, SAI shall have no responsibility or liability concerning the deployed manpower, including but not limited to their welfare, performance, compensation, or any employment-related matters.
- 20.11.** The bidder has to ensure proper deployment of resources at site during all phases and the deployment plan should be communicated to the purchaser in advance.

## 21. PENALTY

**21.1.** The penalties shall also be applicable under following circumstances:

- The arrangements and setup for the event on the Event: Fit India Carnival” Event by FIT India shall be in place completely and ready at least 1 hour prior to the event commencement time.

Ex: In the case of event commencing at 6 AM for Morning timing , the arrangements and setup shall be in ready condition by 5 AM . In the case of event commencing at 4 PM for Evening timing , the arrangements and setup shall be in ready condition by 3 PM on the event day.

Any delay beyond the mentioned event commencement timing shall attract penalties as per the table below:

Sr. no.	Delay in mins for arrangements and setup at Venue	Penalty
1	30 Mins	10% of the Invoice Value
2	60 Mins	50% of the Invoice Value
3	More than 60 Mins	100% of the Invoice Value

- If the agency fails to conduct the event, SAI shall terminate the contract, rights for which shall remain with SAI.

**21.2.** No Penalty will be imposed on SAI for delay attributable to it and no Penalty will be imposed on either party for reasons which fall within the ambit of Force Majeure as per Clause 28of this RFP

**21.3.** Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Agreement

**21.4.** SAI will make payments after necessary deductions of penalty (if any).

## 22. GENERAL TERMS AND CONDITIONS

**22.1.** Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services / supplies to SAI, shall invite all or any actions / sanctions, as the case maybe. The decision of SAI arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to put pressure of any kind, may disqualify the bidder for the present RFP and the bidder may also be liable to be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years.

**22.2.** SAI reserves the right to modify and amend any of the stipulated condition/criterion given in this RFP, depending upon project priorities vis-à-vis urgent commitments.

**22.3.** SAI also reserves the right to accept/reject a bid, to cancel/abort RFP process and/or reject all bids at any time prior to award of work without thereby incurring any liability to the affected agencies on the grounds of such action taken by SAI.

- 22.4.** SAI may not award any work to the any bidder at its own discretion without assigning any reason thereof.
- 22.5.** Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 22.6.** The decision of SAI arrived during the various stages of the evaluation of the bids is final & binding on all bidders. Any representation towards these shall not be entertained by SAI. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.
- 22.7.** In case the bidder is found in-breach of any condition(s) of RFP at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- 22.8.** Any attempt by bidder to bring pressure towards SAI's decision making process, such Bidder shall be disqualified for participation in the present RFP and those Bidders may be liable to be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 22.9.** Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on SAI.
- 22.10.** Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained. SAI will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.
- 22.11.** Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document, shall be short-listed for further evaluation.
- 22.12.** It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to debarring from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 22.13.** Bidders are requested to share information which is true and based some tangible proofs.
- 22.14.** Effective Date of Contract: The Contract shall become effective on the date of issue of Notification of Award (NOA) (the "Effective Date") and shall remain in force until all obligations of both parties under the Contract have been fulfilled. The delivery of goods, supply of items, and performance of services shall commence from the effective date of the supply order.
- 22.15.** It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to barring of the bidder from all Sports Authority of India tenders/RFPs for a period of 3 (three) years.

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

- 23.1.** Intellectual Property Rights for any software property and documents (including source codes, databases, documents, training manuals, course content etc.),if developed

exclusively for this project shall lie with the Purchaser in perpetuity for all purposes. The Intellectual Property Rights of all the software code, data, algorithms, documentation, manuals, etc. Generated as a part of implementation of this project shall solely vest with the SAI/Purchaser.

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

#### **24. HANDOVER**

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

#### **25. REPRESENTATIONS AND WARRANTIES**

- 25.1.** SAI, along with its employees, representatives, advisers, make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

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

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

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

## **26. INDEMNIFICATIONS AND LIABILITIES**

**26.1.** The bidder shall fully indemnify, hold harmless and defend MYAS/ SAI and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third-party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to:

- i. any breach of any representation or warranty of the bidder contained in the RFP,
- ii. any breach or violation of any covenant or other obligation or duty of the bidder under this RFP. SAI accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

**26.2.** SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI's action.

**26.3.** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SAI or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and SAI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.

**26.4.** The Bidder hereby undertakes that SAI shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Operator or any of his contractors/ sub-contractors/ sub-contractor. The Bidder shall indemnify and keep indemnified SAI against all such damages and compensation, all claims' proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto

- 26.5.** The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPRs) while providing its services under the Project.
- 26.6.** The Successful Bidder shall at all times indemnify and keep indemnified SAI against any claims in respect of any damages or compensation payable in consequences of any accident, demise, or injury sustained or suffered by its (the Successful Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Successful Bidder.
- 26.7.** The Successful Bidder shall at all times indemnify and keep indemnified SAI against and any claims by Employees in respect of wages, salaries, remuneration, compensation, or the like.
- 26.8.** The Bidder shall indemnify and keep indemnified SAI for any losses/penalties on this account levied by any judicial/statutory authorities/courts on the Bidder.
- 26.9.** The Bidder hereby indemnifies SAI against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Bidder or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 26.10.** All claims regarding indemnity shall survive the termination or expiry of the Contract.

## **27. TERMINATION**

- 27.1.** SAI may terminate the Service Agreement:
- a. Immediately in case the Bidder/Service Provider is in direct breach of contractual terms and conditions and in the performance of its contractual obligations.
  - b. In the event services of the Bidder are not satisfactory or up to the mark.
  - c. If the Bidder/Service Provider becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement.
  - d. If the Bidder/Service Provider fails to comply with any final decision reached as a result of arbitration proceedings
  - e. If the Bidder/Service Provider is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement.
  - f. If the Service Provider submits to SAI a false statement which has a material effect on the rights, obligations, or interests of SAI.
  - g. Any other reason as deemed fit by SAI
- 27.2.** Payment upon Termination: In the event of termination of this Agreement, SAI shall, after adjusting any outstanding amounts owed by the EMA, promptly make payment to the EMA for services satisfactorily rendered up to the effective date of termination. The payment

shall reflect the value of the services provided up to the termination notice, subject to any recoverable dues or adjustments.

- 27.3.** Consequences of termination: In the event SAI terminates agreement in whole or in part pursuant to conditions of agreement, SAI may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the EMA shall be liable to SAI for any excess cost for such similar services. However, the EMA shall continue the performance of the agreement to the extent not terminated and the EMA shall have no claim to compensation for any loss that he may thus incur on account of the action of SAI.

## **28. FORCE MAJEURE**

- 28.1.** For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics quarantine restrictions lockdowns and freight embargoes. The Successful Bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 28.2.** If a Force Majeure situation arises, the Successful Bidder shall promptly notify SAI, New Delhi in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by SAI, New Delhi in writing, the Successful Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 28.3.** If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 7 (Seven) days, SAI may at its option terminate the contract without any financial repercussion on either side.
- 28.4.** During the period of the Successful Bidder's inability to perform the obligations under the Agreement as a result of an event of Force Majeure and timely intimation by the Bidder, SAI shall assess the situation and then decide the application of Force Majeure. Once the duration is defined under the Force Majeure category/ situation no payments are expected to be made by the Bidder.
- 28.5.** In case due to a Force Majeure event SAI, NCOE Chhatrapati Sambhajnagar is unable to fulfil its contractual commitment and responsibility, SAI, NCOE Chhatrapati Sambhajnagar will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **29. DISPUTE SETTLEMENT MECHANISM**

- 29.1.** Any dispute, difference or controversy of whatsoever nature, arising out of or in relation to this RFP (including its interpretation) between the Bidder and SAI, and so notified through notice in writing addressed by either party to the other party, shall, in the first instance, be attempted to be resolved amicably in accordance with the mediation procedure set forth in Clause 25.2.

**29.2. Mediation:** If any claim, disputes or differences of any kind whatsoever shall arise between the Successful Bidders and SAI hereto in connection with or arising out of this RFP including interpretation of its terms, the Successful Bidders and SAI hereto shall in good faith negotiate with a view to arrive at an amicable resolution and settlement in compliance with Mediation Act, 2023. However, if the disputes are not resolved by the discussions within a period of fifteen (15) days from the date of receiving of notice by the other party, then the same shall be settled by binding arbitration.

**29.3. Arbitration:** If any difference or disputes arises under this RFP and/or the Agreement, as the case may be, which cannot otherwise be amicable resolved between the parties through Mediation, then such dispute shall be settled by way of arbitration and either Party shall be entitled to refer the dispute to Arbitration under Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof in force. The Arbitration shall be conducted before Arbitral Tribunal comprising of a sole arbitrator to be appointed with the mutual consent of the Parties or appointed by Hon'ble High Court of Delhi while deciding an application under Section 11 of the Act. The arbitration proceedings shall be conducted as per Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

**29.4.** The venue for arbitration shall be India International Arbitration Center, New Delhi in accordance with the D.O. No. A-60011/50/2023-ADR dated 05.04.2024 and the courts of New Delhi shall be vested with exclusive jurisdiction and the seat/venue of arbitration shall be at New Delhi and the language of arbitration proceedings and that of all documents and communications between the parties shall be English.

**29.5.** The arbitration award shall be final, and the judgment thereupon may be entered in the courts of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

**29.6.** Each party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrator shall be shared equally by both the parties unless the award otherwise provides. It is further agreed between the parties hereto that such arbitration proceedings shall be completed within a period of eight (8) calendar months from the date of reference.

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

**29.8.** 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.

### **30. APPLICABLE LAW**

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

### **31. RESERVED RIGHTS**

**31.1.** SAI reserves the right to;

- i. Accept/reject any of the RFP clause in full or part without assigning any reason thereof.

- ii. Revise the requirement at a later stage as and when required.
- iii. Amend, modify, relax, or waive/delete any of the conditions/ scope of work stipulated in the RFP wherever deemed necessary, even after award of work.

**31.2.** In the event of any misstatement or misrepresentation being discovered or detected in the information furnished from the documents submitted by the Bidder in response to this RFP or at any later stage, or in the event of any contravention by the Bidder of any condition or criterion stipulated, SAI shall terminate or cancel the appointment / engagement of the Bidder, and nothing shall be payable or be paid by SAI to the Bidder as compensation/damages or penalty.

**31.3.** SAI will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if SAI decides to cancel the RFP process or for any reason whatsoever.

**31.4.** The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal or costs incurred for providing any additional information required by SAI to facilitate the evaluation process.

**31.5.** The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:

- Understood and examined the extent of the Rights, scope of Work and other information made available in writing by SAI, for the purpose of this RFP.
- Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
- Satisfy itself as to the correctness and sufficiency of the RFP.
- Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with SAI or any of its government partners in relation to this RFP. Any clarifications and all information will be via e-mail only to [saiwtcaurangabad@gmail.com](mailto:saiwtcaurangabad@gmail.com) No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFP.

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

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

- i. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question.
- ii. Will declare a firm ineligible or debar/blacklist, either indefinitely or for a stated period of time, to be awarded a contract by SAI if it at any time determines that

the firm has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.

- 33.2.** SAI reserves the right not to conclude the Contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment, and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.”

### **33. CONFIDENTIALITY**

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

- 33.2.** The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The Bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the Bidder and SAI. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of SAI or its successors or assignees, including work product prepared at SAI’s expense, for other clients of the Bidder without the prior written approval of SAI. The Bidder is not authorized to identify SAI as a client for the purposes of marketing or for advertising, without the prior written approval of SAI. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on behalf of SAI or any copies thereof to SAI. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship` with SAI without the prior written approval of SAI.

- 33.3.** All information and documents that are furnished by the Bidder will be treated as strictly confidential by SAI and shall not be disclosed by SAI to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

### **34. CONFLICT OF INTEREST**

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

### **35. TRANSFER AND SUB-LETTING**

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

**SPECIAL CONDITIONS OF CONTRACT**

36. Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC). Where any portion of the GCC is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancies or variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GCC.
37. Considering, the requirement of the project and Source Code being proprietary information, it is at the discretion of the successful bidder to provide source code to SAI, if needed. However, the successful bidder must ensure a robust exit management policy and shall be responsible to transfer the data to SAI or any of its authorized representatives upon request. This condition shall prevail over other conditions for source code written elsewhere.

**TERMS OF REFERENCE (TOR)**

**1. General**

Sports Authority of India, (hereafter referred as “SAI”) an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from qualified Firms to associate with SAI as an Event Management Agency for setting up FIT India Carnival event by FIT India, SAI

**About SAI**

Sports Authority of India (SAI), under the aegis of Ministry of Sports & Youth Affairs has been entrusted with twin objectives of promoting sports and achieving sporting excellence at the National and International level. SAI has played a significant role in shaping India’s sports development by providing training to elite athletes and at the same time operating a number of schemes for identification and development of young talent. Through its sports promotional schemes, SAI supports and nurtures talent amongst youth, and provides them with requisite infrastructure, equipment, coaching facilities, and competition exposure. In addition to promote sports, SAI has also been a key in promoting awareness among general public on adopting a fit and healthy lifestyle. Khelo India and Fit India are the programmes been implemented with the abovementioned objectives.

**2. Objective:**

To hire an Event Management Agency (EMA) to execute the Fit India Carnival Celebration (14-15th March 2025). The agency will manage all aspects of the event, including branding, infrastructure setup, activity curation, logistics, and stakeholder coordination to ensure seamless execution. Through strategic engagement and promotional efforts, the event aims to fitness, and well-being while maximizing participation and outreach.

**Expected Outcomes**

- Increased participation of women in fitness and wellness activities.
- Seamless execution of event logistics ensuring an exceptional experience for attendees.
- Extensive media outreach highlighting the significance of women’s empowerment.
- Strong community engagement fostering a sustained culture of fitness and self-care.

**SCOPE OF WORK**

**Appointment of Event Management Agency (EMA)**

**For Organisation of Fit India Carnival 2026**

**1. Background**

Fit India Carnival 2026 is proposed to be organised as a two-day large-scale fitness and wellness festival aimed at promoting the importance of incorporating at least thirty (30) minutes of daily

physical activity into routine life. The event is expected to witness participation from schools, colleges, corporates, NSS/NCC volunteers, senior citizens, and the general public.

The estimated footfall during the two-day event is approximately 15,000–25,000 participants. The event is proposed to be conducted inside a German Hangar structure of approximately 20,000 sq. ft.

In this regard, proposals are invited from eligible and experienced Event Management Agencies (EMAs) for comprehensive planning, execution, and management of the event.

## **2. Objective**

The objective of this RFP is to appoint a competent Event Management Agency for end-to-end execution of the Fit India Carnival 2026, including infrastructure setup, branding, technical arrangements, logistics management, manpower deployment, safety compliance, and post-event dismantling, in coordination with the Organising Committee.

## **3. Scope of Work**

The selected agency shall be responsible for the following works, which are indicative and not exhaustive:

### **3.1 Venue Infrastructure & Fabrication**

- a) Provision, installation, and dismantling of German Hangar structure (approx. 20,000 sq. ft.).
- b) Adequate carpet flooring across the venue (approx.. 40,000 sq. ft).
- c) Adequate ventilation and industrial cooling arrangements.
- d) Electrical wiring, power distribution, cabling, and load management.
- e) Provision of DG sets with sufficient backup capacity for 2 days and night.
- f) Fabrication of internal partitions for different zones.
- g) Installation of entry and exit gates with branding.
- h) Barricading and crowd control arrangements.
- i) Directional signage and information boards.
- j) Provision of emergency exits and mandatory safety signage.

### **3.2 Main Stage & Technical Setup**

- a) Fabrication of main stage (approximately 60 ft x 40 ft or as approved).
- b) Stage backdrop and thematic design.
- c) Installation of LED wall (minimum size as approved by the Organising Committee).
- d) Professional sound system (line array) suitable for large gatherings.
- e) Stage lighting including truss, intelligent lights, wash lights, etc.
- f) Podium, microphones (corded and cordless), and audio console.
- g) VIP seating arrangements (minimum 200 chairs & sofas).
- h) Provision of green rooms and holding areas.
- i) Stage management and cue coordination during event proceedings.

### **3.3 Activity Arena Setup**

The agency shall create designated areas for structured fitness activities, including but not limited to:

- a) Yoga Pavilion
- b) Zumba / Dance Fitness Area
- c) HIIT / Bootcamp Zone

- d) Aerobics / Functional Fitness Area
- e) School Drill Area

The agency shall provide:

- Appropriate flooring/mats for safety
- Instructor platforms
- Independent sound systems for each zone
- Countdown timers / display systems
- Basic fitness equipment as approved
- Drinking water / hydration counters
- Adequate food provision for VIP and audience

### **3.4 Fun Sports & Engagement Area**

- a) Setup of mini sports courts and activity enclosures.
- b) Fabrication of obstacle course structures (if required).
- c) Installation of traditional game setups.
- d) Adequate supervision infrastructure and safety arrangements.

### **3.5 Wellness & Health Zone**

- a) Fabrication of booths/partitions for health screening activities.
- b) Provision of tables, chairs, and basic furniture.
- c) Queue management arrangements.
- d) Branding backdrops and display panels.

### **3.6 Branding & Creative Work**

- a) Development of overall event theme design.
- b) Fabrication and installation of entrance arch.
- c) Printing and installation of banners, flex boards, standees, and backdrops.
- d) LED content design and display management.
- e) Integration of approved sponsor branding at designated locations.

All creative materials must be approved by the Organising Committee prior to production.

### **3.7 Registration & Crowd Management**

- a) Setup of registration counters and help desks.
- b) QR-based registration support (if required).
- c) Provision of wristbands/badges.
- d) Public announcement system within the venue.
- e) Deployment of adequate manpower for crowd guidance and control.

### **3.8 Manpower Deployment**

The agency shall deploy adequate and qualified personnel, including but not limited to:

- Event Manager (overall in-charge)
- Zone Managers
- Stage Manager
- Technical team (sound, light, LED operators)
- Fabrication team

- Registration staff
- Housekeeping staff
- Support staff

The manpower plan shall be submitted in advance for approval.

### **3.9 Safety & Compliance**

- Installation of fire extinguishers at required intervals.
- Coordination with local authorities for fire safety compliance.
- Provision of first-aid desk and designated medical area.
- Compliance with all statutory norms and local authority regulations.
- Preparation of crowd management and emergency response plan.

The agency shall ensure that all safety standards are strictly adhered to during the event.

### **3.10 Media & Documentation**

- Professional photography and videography coverage.
- Drone coverage (subject to permissions).
- LED live feed management.
- Preparation of daily highlights and final event video (3–5 minutes).
- Submission of event documentation report with photographs and participation details.
- Adequate publicity on social media, outdoor and other platforms to ensure audience.

### **3.11 Pre-Event & Post-Event Responsibilities**

#### **Pre-Event:**

- Site inspection and layout submission
- Submission of detailed execution plan
- Coordination meetings with Organising Committee
- Mock setup presentation (if required)

#### **Post-Event:**

- Complete dismantling within approved timeline
- Restoration of site to original condition
- Submission of final report and supporting documents

## **4. Deliverables**

The selected agency shall submit:

- Detailed venue layout plan
- Electrical load plan
- Branding plan
- Safety and crowd management plan
- Event execution schedule
- Post-event completion report

## **5. Timelines**

The agency shall adhere strictly to the timelines provided by the Organising Committee. Any delay in setup, execution, or dismantling may attract penalties as per the terms and conditions of the contract.

## 6. General Conditions

1. The scope mentioned above is indicative and may be modified as per requirement.
2. The agency shall work under the supervision of the Organising Committee.
3. No deviation from approved designs or plans shall be made without prior written approval.
4. The agency shall be responsible for quality, safety, and timely completion of all works.

## ANNEXURE 'II' | DOCUMENTS TO BE SUBMITTED

The following documents are to be submitted with the RFP. Upload online the scanned copies as per the instructions mentioned as indicated in **ANNEXURE 'III' | ELIGIBILITY & EVALUATION CRITERIA**

Sl. No.	Criteria	Document to be submitted online
<b>I. General Documents</b>		
	<b>Bid Security</b>	Required Documents for EMD and Bid security as per clause 10 of RFP.
	<b>Bid Submission Form</b>	Scanned copy of Signed and Stamped Bid Submission Form as per <a href="#">Annexure IV.</a>
	<b>Authorized Signatory</b>	Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents.  OR  Signed and scanned copy of Board resolution in favour of Authorized signatory of the bidder.  (Sample Attached at <a href="#">Annexure VI</a> )
	<b>Declaration of Acceptance</b>	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
<b>II. Pre-Qualification Documents: Criteria as Mentioned in Clause 1 of <a href="#">Annexure III.</a></b>		
	<b>Bidder's Credential</b>	Annexure VII along with Work Order/ Completion Certificates/ payment proof of client / certification from CA certifying receipt of payment to the extent of the project <b>shall be submitted</b>
	<b>Turnover</b>	Certificate by Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per Annexure VIII.
	<b>FIT and Proper Person</b>	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory, as per conditions mentioned in Annexure III.
	<b>Declaration for Blacklisting</b>	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory

Sl. No.	Criteria	Document to be submitted online
	<b>Declaration of Local content</b>	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory
	<b>Declaration for GFR 144xi)</b>	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory
<b>III. Technical Evaluation Documents</b>		
	<b>Experience</b>	Annexure VII along with Work Order/ Completion Certificates/ payment proof of client / certification from CA certifying receipt of payment to the extent of the project <b>shall be submitted</b>
	<b>Presentation</b>	The presentation should be submitted along with the proposal in pdf format and if necessary and if the situation permits the service provider shall be asked to formally present the same through online medium or in person.
<b>IV. Financial Bid</b>		
	<b>Financial Bid</b>	<b>As per format at Annexure IX, Price Bid Format. To be uploaded only in the Price Bid Section of CPP Portal.</b>

**Note:** Wherever applicable, the above documents shall be used for evaluation purpose as well. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above. All the Bids so submitted must be **unconditional**. SAI reserves its right to demand for original documents as and when required. Nonproduction of original documents shall be considered as a material deviation and may render the cancellation of bid followed by consequences such as forfeiture for Bid amount/Performance security at the discretion of SAI.

## ANNEXURE 'III' | ELIGIBILITY & EVALUATION CRITERIA

### ELIGIBILITY CRITERIA

S. No.	Parameter	Criteria
1	Legal Entity	<p>Bidder should be a registered legal entity from Chhatrapati Sambhajnagar recognised under the legal statute of the country including any Company, Partnership firms/LLP/ proprietorship for last 5 years on the date of bid submission.</p> <p>Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status</p>
2	EMD/ Bid Security	<p>EMD/ Bid Security of Rs. 1,35,000</p> <p>Scanned Copy of Proof of submission of EMD.</p>
3	Bidder's Credential	<p>The Bidder should have experience of providing Event Management services including the scope of Venue Overlays or Venue Branding or Event Operations &amp; Activities or any similar services thereof to any Central/State Department/PSU/Public sector bank/ National Sports Society/ National Sports Federation/Corporate Events/ government initiatives/Similar Project Type in India/Maharashtra/ Chhatrapati Sambhajnagar within the last 2 years as on the last date of bid submission.</p> <p>Pre bid (offline) meeting compulsory for all bidders</p>
4	Turnover	<p>Bidder must have minimum average annual turnover of INR 42 Lacs in the last 3 audited Financial Years ending March 2025.</p> <ul style="list-style-type: none"> <li>• Statutory Auditors/ Chartered accountant certificate and Balance Sheet &amp; Profit and Loss Account for the last three financial years.</li> <li>• Statutory Auditor's Certificate is mandatory. Providing Balance Sheet or Financial Statements is not sufficient for this requirement</li> </ul>
5	FIT and Proper Person	<p>Bidder should be Fit and Proper person as per the criteria defined in this RFP document.</p>
5	Declaration for Blacklisting	<p>Bidder should not stand debarred/blacklisted by any Central/State Government sector/ Public Sector Units/ Autonomous bodies/ Public Sector Banks/ Statutory bodies due to corrupt, fraudulent or any other unethical business practices as on date of bid submission. Even if the matter against the blacklisting/ debarment is under litigation and outcome of the litigation is not final, such bidder shall not be eligible.</p>

S. No.	Parameter	Criteria
6	DECLARATION As per GFR Clause 144 (xi)	DECLARATION As per GFR Clause 144 (xi) added vide DoE order dated 23.07.2020: Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. All terms as mentioned in the Department of Expenditure order dated 23.07.2020 and subsequent amendment thereto will be applicable.
7	Declaration for Local content	<p>Bidder should be Class I Local Supplier or Class II Local Supplier will be eligible to bid in this IFB.(As per 3 (b) of DPIIT order dated 16.09.2020).</p> <p>Class I Local Supplier means a supplier or service provider whose goods, services or works offered has local content equal to or more than 50%</p> <p>&amp;</p> <p>Class II Local Supplier means a supplier or service provider whose goods, services or works offered has local content more than 20% but less than 50%.</p> <p>As per 9 (a) of the above order, bidders are required to submit a declaration indicating percentage of local content and provide self-certification that the item offered meets the local content requirement for Class I/II local supplier as the case may be.</p>

**Note: MSMEs (under relevant category) and verified Startups (under relevant field) will be given exemption only for criteria as mentioned at S. No. 2 above, upon submission of the relevant notification(s) along with required documents.**

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

- a. Financial integrity of the Bidder.
- b. Ability of the Bidder to undertake all obligations set out under this RFP.
- c. Absence of convictions or civil liabilities against the Bidder.
- d. Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment is still existing.
- e. Absence of any disqualification as specified below:

**1.1.** Conviction of the Bidder or any of its respective directors, partners, executives, or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud or any offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code, or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

- 1.2.** Admission of an application for winding up or liquidation under the Insolvency and Bankruptcy Code, 2016 (IBC) or any Applicable Laws against the Bidder or any of its or their respective directors and partners.
- 1.3.** Any action or proceeding being initiated under the Insolvency and Bankruptcy Laws under the Applicable Law, including but not limited to declaration of Insolvency or Bankruptcy, disqualification or de-recognition by any professional body being initiated against the Bidder.
- Current or previous banning of the Bidder or its respective directors, partners, executives, or key managerial personnel by the governing body of any sport from involvement in the administration of or any form of participation in such sport, for any reason.
  - Default by The Bidder or any of its or their respective directors, partners, executives, or key managerial personnel of any of its obligations to a financial institution or has defaulted on any of its obligations to a financial institution in the last 3 (three) financial years.
  - The Bidder should not have been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.

## ANNEXURE 'IV' | BID SUBMISSION FORM

To,  
The Deputy Director  
Sports Authority of India  
NCOE Chhatrapati Sambhajanagar

**Sub: Engagement of an Event Management Agency for FIT India Carnival**

Dear Sir,

With reference to the RFP dated \_\_\_\_\_ for the above captioned project, and clarification issued by SAI, NCOE Chhatrapati Sambhajanagar thereof, I/We \_\_\_\_\_, having examined all relevant documents and understood their contents, hereby submit our Proposal for **Engagement of an Event Management Agency for FIT India Carnival** as per terms mentioned in this RFP.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
3. I/We shall make available to SAI, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the SAI, to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We agree to keep our Bid valid for acceptance for 60 (sixty) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. I/ We, acknowledge and agree that SAI shall be entitled to forfeit the performance security without out protest and demur in case of any breach of terms and conditions of RPF/Agreement by us.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/we certify that we fulfil the "Fit and Proper Person" criteria as mentioned in this RFP document.

8. I/we understand that SAI may cancel the Selection Process at any time and that SAI neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
9. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
10. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

- a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI.
- b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with SAI or any other public sector enterprise or any government, Central or State; and
- c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
- d. It is certified that the bidder is not directly to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
  - a. They are members of a Hindu undivided family; or
  - b. They are husband and wife; or
  - c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

(Signature, name, and designation of the authorized signatory)

(Name and seal of the Bidder)

**ANNEXURE 'V' | BANK GUARANTEE FORM FOR BID SECURITY**

Whereas \_\_\_\_\_ (hereinafter called the "Bidder") has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the "Bid") against the 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, Chhatrapati Sambhajanagar431004 (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

**ANNEXURE 'VI' | POWER OF ATTORNEY**

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

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

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

IN WITNESS WHEREOF WE, ..... THE ABOVE-NAMED PRINCIPALHAVEEXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2024.

For .....

(Signature, name, designation, and address)

Witnesses:

1.

2.

Notarized Accepted

.....

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

*Notes:*

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 100 (Hundred) and duly notarized by a notary public.*

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

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

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

**IMPORTANT:**

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

**ANNEXURE 'VIII' | ANNUAL TURNOVER**

<b>S. NO.</b>	<b>FINANCIAL YEAR</b>	<b>ANNUAL TURNOVER (INR)</b>
<b>1.</b>	<b>2022-23</b>	
<b>2.</b>	<b>2023-24</b>	
<b>3.</b>	<b>2024-25</b>	

**Certificate from the Statutory Auditor**

This is to certify that the average turnover of the bidder from in the last three years is Rs. \_\_\_\_\_ . (In words)

**Name of the audit firm:**

**Seal of the audit firm**

**Date:**

(Signature, name and designation of the authorized signatory)

Note:

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder.

**ANNEXURE IX - PRICE BID FORMAT (SUMMARY SHEET)**

<b>Sl. No.</b>	<b>Name of Item</b>	<b>TOTAL AMOUNT Without Taxes in Rs. P</b>	<b>GST %</b>	<b>GST Amount</b>	<b>TOTAL AMOUNT With Taxes</b>	<b>TOTAL AMOUNT In Words</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>14</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>1</b>	<b>Summary Sheet</b>					
<b>1.01</b>				<b>0.00</b>	<b>0.00</b>	<b>INR Zero Only</b>
<b>1.02</b>				<b>0.00</b>	<b>0.00</b>	<b>INR Zero Only</b>
<b>1.03</b>				<b>0.00</b>	<b>0.00</b>	<b>INR Zero Only</b>
<b>1.04</b>				<b>0.00</b>	<b>0.00</b>	<b>INR Zero Only</b>
<b>Total in Figures</b>		<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>INR Zero Only</b>
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>				

## **ANNEXURE 'X' | - INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in//eprocure/app> .

### **2. REGISTRATION**

(i). Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in//eprocure/app> ) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.

(ii). As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.

(iii). Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

(iv). Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/TCS/nCode/eMudhra etc.), with their profile.

(v). Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

(vi). Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **3. SEARCHING FOR TENDER DOCUMENTS**

(i). Various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

(ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

(i) 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.

(ii)

#### 4. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### 5. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The Bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the Bid Security as per the instruction specified in the tender document. The original should be **posted/couriered/given** in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system

generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(viii) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message &a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.

(ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **6. ASSISTANCE TO BIDDERS**

(i) Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

(ii) Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 0120-4001 002; 0120-4001 005 and 0120-6277 787

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

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

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

1. Name & address of the Contractor: \_\_\_\_\_
2. SAI's Bidding Document/RFP No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the SAI.
3. Contractor's Bid No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the Contractor and the SAI in connection with this Bid.
4. In addition to this Contract Agreement Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Terms and Conditions of Contract as mentioned in above RFP
- (ii) Scope of Services as mentioned in Terms of Reference of the RFP
- (iii) Other Terms and Conditions of the RFP and Bid;
- (iv) Bid Form furnished by the Contractor
- (v) Price Schedule(s) furnished by the Contractor in its Bid;
- (vi) SAI's Notification of Award

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

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

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

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

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

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

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

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

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

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

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

To

\_\_\_\_\_

\_\_\_\_\_.

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

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

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

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

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

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

.....

Name and designation of the officer

.....

.....

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