

**SPORTS AUTHORITY OF INDIA
KHELO INDIA DIVISION**

Corrigendum - II

GeM Bid NO. GEM/2026/B/7489963

Dated: 05.06.2026

Sub: Corrigendum No. to the above referred GeM bid No. GEM/2026/B/7489963 dt. 30.04.2026 for the RFP for Selection of Strategic Advisors (For Sports Events Planning).

The following changes are incorporated to the RFP / ATC:

SL. No.	Existing Clause	Read As
1.	<p>Clause "Annexure 'I' / Terms of Reference (TOR) / sub clause No. 5. Constitution of the team / Minimum Required Manpower Deployment" has been modified as below:</p> <p>Project Lead</p> <ul style="list-style-type: none">• Should have minimum 10 years of experience• Should have MBA/PGDM/Master's in Sports Management	<p>Revised Clause "Annexure 'I' / Terms of Reference (TOR) / sub clause No. 5. Constitution of the team / Minimum Required Manpower Deployment" has been modified as below:</p> <p>Project Lead:</p> <ul style="list-style-type: none">• Should have minimum 10 years of experience.• Should have Master's Degree in any field.
2.	<p>Clause 2, Evaluation Criteria, Annexure-III</p> <p>B.1 Project Lead:</p> <p>The proposed team member should have MBA/PGDM/Master's in sports management, with minimum 10 years of experience in similar scope of work.</p> <ul style="list-style-type: none">• Meeting the criteria: 4 Marks• Government and/or Sports Domain Experience: 2 Marks	<p>Revised Clause 2, Evaluation Criteria, Annexure-III</p> <p>B.1 Project Lead:</p> <p>The proposed team member should have Master's Degree in any field, with minimum 10 years of experience.</p> <ul style="list-style-type: none">• Meeting the criteria: 4 Marks• Government and/or Sports Domain Experience: 2 Marks

Note: All other terms and conditions shall remain the same. For more clarity refer Buyer Added ATC document

Further clarification queries are as under:

S. No.	Clause As Per ATC/RFP	CLARIFICATION SOUGHT/QUERY RAISED	Clarification / Modification
1.	<p>Clause 22.2</p> <p>Substitution of key personnel can be allowed only in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. If the resources deployed resigns or is to be replaced by the selected agency, penalty as stipulated below will apply:</p> <p>a) Such substitution shall be limited to not more than 30% of total key personnel, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction / unsatisfaction of the procuring entity.</p> <p>b) Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced by 5% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract.</p> <p>c) In case of the next 10% replacement, the reduction in remuneration may be equal to 10% (ten per cent) and for the third 10% replacement such reduction may be equal to 15% (fifteen per cent).</p>	<p>Given that the assignment is a long term engagement (approx. 5 years: 3+1+1), resource attrition is inevitable due to market dynamics, career progression, and personal or organizational factors. Despite best retention efforts, continuity of the same personnel over such a duration cannot be guaranteed. A rigid substitution cap coupled with financial penalties may lead to increased commercial risk and discourage deployment of high-quality talent.</p> <p>Further, penalizing substitutions even when replacement personnel meet or exceed the required qualifications places undue emphasis on individual continuity rather than service quality.</p> <p>Request for Modification:</p> <p>"Substitution of key personnel shall be permitted during the contract period, subject to deployment of equally or better qualified and experienced personnel."</p>	RFP condition shall prevail.
2.	General	<p>Since the Procuring Entity conducts interviews and finalizes key personnel, the deployed team is based on client selection post-interview, which may differ from the initially proposed resources. Therefore, applying substitution limits with reference to proposed personnel may not be appropriate, as the bidder has limited control over final selection and accountability rests on the client approved team.</p> <p>Suggested Modifications:</p> <p>"In cases where personnel are subject to client interviews and approval, substitution conditions shall apply only to personnel finally selected and deployed (post client approval). No penalties shall be applicable</p>	RFP condition shall prevail.

		for substitution, provided replacement resources are of equal or higher qualifications and experience than the selected resource.”	
3.	<p>Clause 5, Annexure I</p> <p>Team Lead:</p> <ul style="list-style-type: none"> • Should have minimum 10 years of experience • Should have MBA/PGDM/Master’s in Sports Management 	<p>Expanding the qualification criteria to include “Master’s in any field,” while retaining the minimum experience requirement, ensures that the role continues to prioritise relevant experience and execution capability. From a project delivery perspective, this provides flexibility to bring in qualified professionals with diverse academic backgrounds but strong hands-on experience. It also supports a wider pool of suitable candidates without impacting the overall quality of project outcomes, and hence, we suggest the following change:</p> <p>Suggestion:</p> <p>Clause 5, Annexure I</p> <p>Team Lead:</p> <ul style="list-style-type: none"> • Should have minimum 10 years of experience • Should have Master’s in any field 	Refer Corrigendum – II above.
4.	<p>Clause 2, Evaluation Criteria, Annexure-III</p> <p>B.1 Team Lead: The proposed team member should have MBA/PGDM/Master’s in sports management, with minimum 10 years of experience in similar scope of work.</p> <ul style="list-style-type: none"> • Meeting the criteria: 4 Marks • Government and/or Sports Domain Experience: 2 Marks 	<p>Clause 2, Evaluation Criteria, Annexure-III</p> <p>B.1 Team Lead: The proposed team member should have Master’s in any field, with minimum 10 years of experience in similar scope of work.</p> <ul style="list-style-type: none"> • Meeting the criteria: 4 Marks • Government and/or Sports Domain Experience: 2 Marks 	Refer Corrigendum – II above.

Buyer Added ATC Document

"REQUEST FOR PROPOSAL"

(RFP)

For

Selection of Strategic Advisors (For Sports Events Planning)

Date of Publication: xx.xx.2026

Whenever there is any conflict between the provision in the 'Additional Terms and Conditions – Buyer Specific Clauses' and that in the 'GTC/STC of GeM', the provision contained in the "Additional Terms and Conditions – Buyer Specific Clauses shall prevails"

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

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DISCLAIMER

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications. The Bidders shall bear all its costs associated with or relating to the preparation and submission of Proposal pursuant to this RFP.
10. SAI also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

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 Agency to provide professionals for Khelo India Events. The detailed scope of work and deliverables are mentioned in ANNEXURE 'I', Terms of Reference (TOR), of this RFP.

2. BID SCHEDULE & DATA SHEET

Date of Publication	xx.xx.2026
Bid document download start Date	xx.xx.2026
Last date and time of submission of queries for Pre-Bid Conference	xx.xx.2026 at 06:00 PM to procure.kheloindia@gov.in
Virtual Pre-Bid conference	As per GeM
Bid submission end date and time	As per GeM
Bid Validity Period	90 Days
Earnest Money Deposit (EMD)/ Bid Security	Rs. 61,00,000.00
Mode of Submission	Online (GeM Portal)
Opening of Technical Bid date and time	As per GeM
Method of selection	QCBS (70:30)
JV/Consortium/Subcontracting	Not Allowed
E-mail for all correspondence	Procure.kheloindia@gov.in

INSTRUCTIONS TO BIDDERS

3. GENERAL INSTRUCTIONS TO BIDDERS

- 3.1. The Bidders can download this RFP from the Khelo India Website: <https://kheloindia.gov.in>, SAI website: <https://sportsauthorityofindia.nic.in>, and GeM Portal website: <http://gem.gov.in>. 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.
- 3.2. **Definitions and Abbreviations:** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
- 3.2.1. "Purchaser" means the organisation purchasing services as incorporated in this document i.e., Sports Authority of India (SAI).
- 3.2.2. "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer-to-offer services in accordance with the terms and conditions set out in this RFP.
- 3.2.3. "Bid Security" or "Earnest Money Deposit (EMD)" means the amount deposited by bidders along with their proposal as a security for compliance with the bid process requirements.
- 3.2.4. "Agency", "Firm", "Company", "Bidder", "Consultant", "Service Provider" means any registered entity or person or associations of persons who submit their proposals for providing Services in accordance with this RFP.
- 3.2.5. "Services" means services as mentioned in this document and other such obligations of the supplier covered under the contract.
- 3.2.6. Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.
- 3.2.7. "Notification of Award" or "NOA" means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
- 3.2.8. "Contract" means the written agreement entered between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- 3.2.9. "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them.
- 3.2.10. "RFP" means this Request for Proposal issued by Sports Authority of India for the purpose as mentioned in this document.

- 3.2.11. "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.
- 3.2.12. "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.
- 3.2.13. "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.
- 3.2.14. "Intellectual Property Rights (IPR)" means all rights related to patents, trademarks, copyrights, trade secrets, and any other form of intellectual property created or used in connection with the services under this contract.
- 3.2.15. "Liquidated Damages (LD)" means the predetermined compensation payable by the agency to SAI in case of failure to meet contractual obligations, including delays in service delivery.
- 3.2.16. "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.
- 3.2.17. "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.
- 3.2.18. "Material Breach" refers to a substantial failure to perform a contractual obligation that defeats the purpose of the agreement or causes significant harm to the other party.
- 3.3. The Bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process on the e-Tendering portal as mentioned in Annexure X. This section also mentions the guidelines for submission of bids.
- 3.4. **Due Diligence by the bidders:**
- 3.4.1. Bidders may before submitting their proposals, examine the requirements at their own expense and obtain and ascertain for themselves, at their responsibility and other information necessary for preparing their proposals.
- 3.4.2. Bidders shall be deemed to have full knowledge of the requirements of the work. SAI will not accept any responsibility or liability for any errors, omissions, inaccuracies, or errors of judgment concerning information or materials provided by SAI in this RFP Document or otherwise, with respect to this Project. Although such information and materials are to the best of the SAI's belief, however, their verification is the sole responsibility of Bidder.
- 3.4.3. Neither SAI, nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information provided nor will have any liability to any bidder which may arise from or be incurred or suffered in connection with anything contained in this RFP and the award of the work or otherwise arising in any way from the selection process.

4. LANGUAGE OF BID

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

5. DOCUMENTS TO BE SUBMITTED

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

6. ELIGIBILITY CRITERIA

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

7. RFP PROCESS

- 7.1. RFP issued by SAI constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as per Clause 6 above) to be Service Provider (after evaluation of eligible bidders), subject to the terms of this RFP, Tender Documents, and the Service Agreement.
- 7.2. This RFP is no more than a request for proposal, and it does not and is not intended to constitute a contract or a grant of any rights or licenses, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by SAI of the Bidder's Bid and the execution of the Service Agreement by both SAI and the Successful Bidder.
- 7.3. This RFP is only illustrative in nature, and all narrations are intended to be used by the Bidder as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and SAI reserves the right to withdraw the RFP and/ or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid.
- 7.4. Upon selection of a Bidder by SAI, the Successful Bidder shall enter into a detailed contract/agreement ("**Service Agreement**") incorporating the provisions of this RFP and the successful Bid.
- 7.5. The selection will initially be for a period of up to three (3) years,, based on the annual extension provided by the Competent Authority of SAI subject to a maximum duration of 5 years (3+1+1) from the date of signing of contract or release of Notification of Award. At least 50% of the total resources, including all core team members, shall be deployed within 30 (thirty) days from the date of signing of the Agreement and the remaining 50% of the resources shall be deployed within 45 (forty-five) days from signing of agreement. If extension is needed in deployment of an employee, it should be properly informed to SAI authorities in advance.

8. AMENDMENT OF RFP

- 8.1. At any time prior to the Bid Due Date, SAI may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda/Corrigenda.
- 8.2. Any Addendum issued hereunder will only be uploaded on the GeM Portal www.gem.gov.in and SAI website: https://sportsauthorityofindia.nic.in/sai_new/tenders .
- 8.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the SAI may, in its sole discretion, extend the Bid Due Date.
- 8.4. If any Bidder has already submitted his Bid and a corrigendum is issued subsequently, corrigendum may be signed by Authorized Signatory, Bidder and a scanned copy sent to email id (procure.kheloidia@gov.in) as an acknowledgement before the due timeline of physical submission of documents.
- 8.5. Any corrigendum/ addendum/ clarifications/ reply to queries issued by SAI for the RFP shall be published only on the e-Procurement Portal and no separate information shall be communicated to Individual Bidders.

9. BID VALIDITY

- 9.1. The Bid shall remain valid for acceptance for a period of 90 days (ninety days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, 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 (Working day means the day when the office opens after the holiday for routine work.)

10. BID PRICES

- 10.1. The Bidder providing services shall quote only in Indian Rupees.
- 10.2. The Bidder shall indicate in the Price Schedule provided on GeM 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. EARNEST MONEY DEPOSIT

- 11.1. The bidder shall furnish Bid Security for an amount as shown in the Clause 2 of the RFP. The Bid Security is required to protect the SAI 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 Bid Security Declaration along with 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) Fixed Deposit Receipt
 - c) Banker's cheque / Pay Order
 - d) Bank Guarantee from any of the commercial banks (as per the format at [Annexure V](#)),
 - e) E-Bank Guarantee
 - f) NEFT transfer to "SECRETARY, SAI
Union Bank of India Account No: 108510100032325, IFSC No. UBIN0810851.
(Bidder has to upload challan/proof along with Bid in GeM Portal)
 - g) Valid Insurance Surety Bonds
- 11.5. The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee (E-Bank Guarantee) shall be drawn on any Commercial Bank in India, in favour of the "**Secretary, SAI**", payable at **New Delhi**. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under **Annexure V** of the Bid Document.
- 11.6. Bid securities of unsuccessful bidders during first stage i.e. technical evaluation will be returned within 30 days of declaration of result of first stage i.e. technical evaluation.
Bid securities of unsuccessful bidders during second stage i.e. financial evaluation will be returned within 30 days of award of contract.
The Bid Security of successful Bidders will be returned without any interest, after receipt of Performance Security from that Bidder.
- 11.7. 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 90 days from the date of opening of the Technical Bid i.e. upto 135 days (90 + 45 Days).
- 11.8. Earnest Money is required to protect the SAI 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.

- 11.9. 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.

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: procure.kheloindia@gov.in. The queries should necessarily be submitted on or before scheduled date and time mentioned in the following format:

To, Sports Authority of India			
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: _____
Sl. No.	Bidding Document Reference(s) (Clause number/page)	Content of RFP requiring clarification	Points of Clarification required.
1			
2			

- 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. SAI will host a Pre-Bid Conference (virtual), scheduled as per the details in the Bid Schedule. The bidder or its authorised representatives may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder's queries, together with proposed solutions. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The link shall be provided to the Bidders one hour prior to the scheduled meet.
- 12.4. Within reasonable time period from the Pre-Bid Conference, SAI will issue responses to all of the bidders' written queries, together with any other revised documents (if required).
- 12.5. Amendments to Bidding Documents:
- 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.
 - Such an amendment will be uploaded on Khelo India Website: <https://kheloindia.gov.in> SAI Website: <https://sportsauthorityofindia.nic.in>, and GeM Portal of Government of India: www.gem.gov.in. Bidders are, therefore, advised to refer to Khelo India Website, SAI Website and GeM 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. (Working day means the day when the office opens after the holiday for routine work.)
- 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 and acknowledgement letter of bid submission at GeM Portal website: <http://gem.gov.in>.
- 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 GeM portal website <https://gem.gov.in> 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 in PDF format. 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.
- 13.14. Each page of the bid document submitted by bidder shall be signed sealed by the bidder or its authorized signatory.
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 and removal from the empanelment if Bid is withdrawn/amended during the bid validity period and no plea shall be entertained in this regard.
- 13.15. 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.

14. SCRUTINY OF BIDS

The 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. SAI 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/arithmetical 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 of a Bid, SAI identifies any **minor infirmity and/or minor irregularity and/or minor non-conformity** which does not constitute a material deviation from the terms of the RFP, SAI may, at its discretion, either:

- a. reject the Bid; or
- b. communicate its observations to the Bidder in writing (including by registered post, speed post, email, or through the GeM portal), seeking clarification or confirmation within a specified period.

If the Bidder fails to respond within the stipulated time, or submits a response which, in the opinion of SAI, is evasive, incomplete, or does not clearly address the issue raised, the Bid shall be liable to be ignored and rejected without further reference to the Bidder.

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 SAI feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly
- 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 SAI, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post. If the bidder does not agree to the observation of the SAI, the tender is liable to be ignored.
- 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 Bids of bidders meeting the eligibility criteria at clause 6 (eligibility criteria) above, will be evaluated based on the QCBS method and the detailed evaluation criteria is mentioned in Clause 2 of [Annexure III- Eligibility & Evaluation Criteria](#).
- 15.2. Overall weightage of 30% for Financial Bid and 70% for Technical Bid shall be considered while calculating final score.
- 15.3. The Bid of the Bidder who gets the highest marks shall get the maximum weightage in Technical Evaluation, i.e., 70 marks and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.
- 15.4. A Bidder must get a minimum of 70 marks (out of 100 marks) in the Technical Evaluation to proceed to opening of Financial/Price bid. The price bids of bidders scoring the minimum required marks of 70 in the Technical Evaluation Criteria will only be opened.
- 15.5. The Bid of the Bidder who submits the lowest Financial/Price bid shall get the maximum weightage (30 marks) and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.
- 15.6. The Bid of the Bidder, who obtains the highest total score (Ts) across the technical bid and the Financial/Price bid, will be rated as the 'Best Bid' and will be declared as the successful Bidder. Ts will be calculated as defined below:

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

Where,

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

- 15.7. In the event that one or more Bidders have the same Ts value, then the successful bidder will be the one who is selected H1 as per option available on GeM and will be rated as the 'Best Bid'.
- 15.8. Supporting documents for bid evaluation shall also be verified during presentation. The bidders are advised to make their presentation strictly according to the evaluation criteria based on the credentials submitted above.
- 15.9. However, in case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, SAI reserves right to waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI.

16. DECLARATION OF SUCCESSFUL BIDDER

Before expiry of the Bid validity period, SAI shall notify the successful Bidder in writing through a **Notification of Award (NoA)**. Along with the NoA, SAI shall forward a draft **Service Agreement**. The Service Agreement shall incorporate the provisions of the RFP and the Bid submitted by the successful Bidder and **shall not impose obligations more onerous than those stipulated in the RFP**.

- 16.1. Failure of SAI and the successful Bidder to agree upon the terms of the Service Agreement within a reasonable period shall constitute sufficient grounds for **annulment of the award**, whereupon SAI may, at its sole discretion, either:
 - award the contract to the next ranked Bidder; or
 - invite fresh Bids.
- 16.2. Upon execution of the Service Agreement and submission of the required **Performance Security**, SAI shall notify all unsuccessful Bidders and refund their Earnest Money Deposits, as applicable.
- 16.3. **Term of the Service Agreement:** The Service Agreement shall commence on the date of execution and shall remain valid for the period specified therein, unless terminated earlier in accordance with its terms.

GENERAL TERMS AND CONDITIONS OF CONTRACT

17. PERFORMANCE SECURITY

- 17.1. In order to ensure the due performance of the awarded contract, the Successful Bidder shall, within 14 (Fourteen) 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. The penalty shall not exceed further 14 (Fourteen) days, beyond which SAI reserves the right to terminate the contract at its sole discretion without any liability, forfeit any payments due to the Bidder, and invoke the Performance Security, if applicable. In case of termination, the bidder shall be debarred and blacklisted from bidding for any future tenders of SAI for a period of two (02) years, without prejudice to any other rights and remedies available to SAI under applicable laws.
- 17.2. The Performance Security in the form of Bank Guarantee or other valid formats like Fixed Deposit/Demand Draft/ Valid Insurance Surety Bonds/ NEFT Transfer/e-PBG shall be drawn from any Commercial Bank drawn in the favour of below account details, payable at New Delhi and is to be deposited in the office at Sports Authority of India (SAI) Gate No 10, JN Stadium New Delhi 110003 and/or intimated to the office through mail.
- SECRETARY, SAI
Union Bank of India
Account No: 108510100032325
IFSC No. UBIN0810851
- The format for performance security of submitted in form Bank guarantee is attached at **Annexure XII**.
- 17.3. The Performance Security shall remain valid for 60 days beyond all contractual obligations, including defect liability periods and pending claims. SAI may invoke it in case of default, breach, or non-compliance, and the agency must revalidate and replenish it within seven (7) days, failing which SAI may recover the amount from pending dues. SAI may also seek periodic revalidation based on contractual needs. The security shall be an unconditional and irrevocable bank guarantee or another approved format, with all costs borne by the agency. No interest shall be payable, and in case of contract termination due to the agency's default, the security shall be forfeited in full.
- 17.4. All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Successful Bidder. 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 Successful Bidder, 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

- 18.1. The scope of the work requires the successful bidder to deploy fulltime manpower at SAI for the contract period to successfully execute services as mentioned in TOR. The requirements may evolve over time. The tentative detailed scope of work and details of required manpower during the contract period is mentioned in [Annexure I](#).
- 18.2. The term of association shall initially be up to 3 years, based on the annual extension provided by the Competent Authority of SAI subject to a maximum duration of 5 years. (3+1+1). At least 50% of the total resources, including all core team members, shall be deployed within 30 (thirty) days from the date of signing of the Agreement and the remaining 50% of the resources shall be deployed within 45 (forty-five) days from signing of agreement. If extension is needed in deployment of an employee, it should be properly informed to SAI authorities in advance.

19. MANPOWER REQUIREMENT

- 19.1. The Clause 5 of Annexure I lists the minimum number and credentials of the resources required for the successful implementation of the project.
- 19.2. SAI reserves the right to interview all the proposed resources before accepting deployment in the project.
- 19.3. Bidder shall use commercially reasonable efforts to ensure it retains the services of its resources, including provisioning of competitive compensation, benefits, and other conditions to its Resources to incentivize them to remain in Bidder's employment.
- 19.4. Bidder shall not make any changes to the composition of the resources and shall not direct any resource to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from SAI that would have the same effect):
 - o Without SAI's prior written consent, unless that person resigns or terminated or cease to continue in cases such as death, long-term disability etc.; In such an event, SAI Shall be immediately intimated.
- 19.5. Bidder shall promptly initiate a search for a replacement to ensure that the role of any resource is not vacant for any longer than 07 days, subject to reasonable extensions, limited to a maximum of 30 days on special request by Bidder to SAI. However, in such cases the bidder will still be required to ensure the completion of the allocated work as per terms and conditions of the tender.
- 19.6. Before assigning any replacement member of the Key Resources to the provision of the Services, Bidder shall provide SAI with:
 - o Curriculum vitae and any other information about the candidate that is reasonably requested by SAI; and
 - o An opportunity to interview the candidate.
- 19.7. The bidder must provide replacement resource who score at least the same marks as the resource proposed originally on the same evaluation parameters defined in this Term of Reference document.
- 19.8. If SAI objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative resource.
- 19.9. The bidder must ensure at least 04 weeks overlap period for knowledge transfer in such replacements.
- 19.10. During the implementation of the project, there will be a fortnightly review /regarding the progress of the project during which all the resources should be present.
- 19.11. The bidder will be responsible to provide resources with Laptops/Desktops and other devices enabled with required tools related to work, and development environment (like Android & iOS Mobile phones and Window and Mac laptops) for completing this engagement.
- 19.12. The Bidder will immediately provide for replacement of resources (resource who score at least the same marks as the resource proposed originally) in the event if SAI is not satisfied with the resource. 30 days' notice will be provided for the replacement of a resource deployed.
- 19.13. The deployed resources are required to follow SAI Calendar.
- 19.14. Individual resources shall be entitled to leaves at the rate of 01 (one) day of each completed month with no accumulation of leave beyond a calendar year on pro-rata basis. Unavailed leaves cannot be carried forward to the next year.
- 19.15. The bidder has to deploy the initially requested team within 30 days of the issue of notification of award (NoA).
- 19.16. The personnel of the Successful Bidder shall not be the employees of the Buyer and they shall not claim any salary or allowances, compensation, damages, or anything arising out of their employment/duty under this Contract. Successful Bidder shall be required to adhere to statutory requirements as per the labour laws & abide by the Minimum Wages Act and other related laws, failing which, necessary action will be initiated against the Successful Bidder.
- 19.17. The PMU may be considered for Annual increment of up to 7% of the monthly remuneration upon completion of 12 months based on annual performance review.

20. TERMS OF PAYMENT

- 20.1. The payment will be made as mentioned below, after satisfactory completion and acceptance of the required monthly reports to be submitted. The invoices should be submitted along with approval from concerned authorities.

Sr No	Milestone	Timeline	Payment methodology
1	Monthly Reports (12 nos.)	At the end of every month	Monthly rate finalised against each resource profiles required in the RFP

- 20.2. The payment will be made as mentioned below, after satisfactory completion and acceptance of the required monthly reports to be submitted. The invoices should be submitted along with approval from concerned authorities by 5th of every month for preceding month.
- 20.3. Time and quality shall be the essence of the contract and payment will be made at actuals as per attendance report of the resource(s).
- 20.4. Any delay incurred from the part of service provider against the above defined timelines will not be considered for payment by the purchaser. Such payments will attract penalty as per Clause 22. In no circumstance, any payment excess to the contractual obligation will be made to the service provider.
- 20.5. Service Provider should furnish details of the location from where they are going to raise their Bills / Invoices to SAI.
- 20.6. Service Provider must raise their Bills / Invoices in the name of SAI along with completion certificate from the concerned authorities regarding each phase.
- 20.7. Payment must be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at source) as per the current Income-Tax Act and /or any other Govt. Orders / rules. The service provider shall be liable for taxes such as GST or any other applicable tax.
- 20.8. SAI will pay the amount as per the invoice by way of e-transfer/RTGS/NEFT through public financial management system, subject to satisfactory work and other parameters as may be defined by SAI.
- 20.9. Service Provider has to take all overhead costs into consideration while submitting the bid.
- 20.10. Any expenses that may be incurred during any official travel, SAI may reimburse the Bidder as per actuals, in line with the entitlements applicable to Level-10 (7th CPC) officers of the Government of India, with respect to categories such as travel, accommodation, food, and other related arrangements or may directly facilitate the Travel, Boarding & Lodging.

21. OTHER TERMS AND CONDITIONS OF THE BID

- 21.1. All information / details submitted to SAI shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.
- 21.2. Save as expressly authorized by SAI in writing, the Successful Bidder 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. Any violation of this clause shall be deemed a material breach, entitling SAI to immediately terminate the contract and claim damages.
- 21.3. 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. The bidder waives any and all rights to challenge or contest any decision of SAI regarding the selection, rejection, or evaluation of any Bid, except as permitted under applicable law.
- 21.4. 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.
- 21.5. 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 15 of this document.

- 21.6. Privileges: The following privileges shall be extended to the Successful Bidder:
- a. Performance certificate to be issued by SAI to the Successful Bidder 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.
- 21.7. Governing Law and Jurisdiction: The RFP, any subsequent agreement by or on behalf of SAI and the relationship between the Bidder and SAI shall be interpreted in accordance with the laws of India. The Courts of New Delhi shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and SAI.
- 21.8. 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.
- 21.9. The bidder must monitor and deploy sufficient skilled manpower as defined in Manpower Requirement as elaborated in Annexure I to complete the deliverables mentioned in Scope of Work. However, the manpower as deployed by the Bidder, shall remain in the employment of the Bidder for all purposes and there shall be no employer-employee relationship between SAI and personal employed by the Bidder. The relationship between SAI and the Bidder shall be on principal-agent basis only.
- 21.10. The bidder has to ensure proper deployment of resources at site during all phases and the deployment plan should be approved by the SAI in advance.
- 21.11. It will be responsibility of the bidder to ensure and verify the educational qualifications and experience of the resources deployed in SAI, any misrepresentation with regard to this information will result in appropriate action being taken against the bidder, including but not limited to termination of the contract and blacklisting from future SAI tenders.
- 21.12. The Bidder shall be solely responsible for ensuring timely payment to its employees, staff, or subcontractors deployed in the project and for complying with all applicable laws, including but not limited to:
- a. Labour laws
 - b. Minimum wage regulations
 - c. Provident fund and gratuity laws
 - d. Employee insurance
 - e. Any other statutory obligations applicable under Indian law
- 21.13. The bidder has to deploy the initially requested team within 30 days of the issue of Notification of Award (NoA) and additional resource as requested by SAI anytime during the currency of the contract within 30 days of the letter of request.
- 21.14. The Bidder must not have been debarred, blacklisted, or disqualified by any court, regulatory authority, or government organization at the time of bidding or during the execution of the contract. Any concealment of such facts shall lead to immediate termination of the contract and forfeiture of any Performance Security or payments due.

22. PENALTY

- 22.1. In case the Successful Bidder/resource deployed fails to commence/execute the work as assigned to them/unsatisfactory performance of the resource even after formal warning, SAI reserves the right to impose the penalty at 0.50% of the monthly billable value of the firm per such incidents as approved by the competent authority. However, the total penalty levied during the project duration shall not be more than 10% of the total project value.

- 22.2. Substitution of key personnel can be allowed only in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. If the resources deployed resigns or is to be replaced by the selected agency, penalty as stipulated below will apply:
- d) Such substitution shall be limited to not more than 30% of total key personnel, subject to equally, or better, qualified and experienced personnel being provided to the satisfaction / unsatisfaction of the procuring entity.
 - e) Replacement of first 10% of key personnel will be subject to reduction of remuneration. The remuneration is to be reduced by 5% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract.
 - f) In case of the next 10% replacement, the reduction in remuneration may be equal to 10% (ten per cent) and for the third 10% replacement such reduction may be equal to 15% (fifteen per cent).

Note: SAI reserves the right to allow substitution of the Key personnel without penalty if due justification like termination by the client/firm, terminal illness or death etc. is available.

- 22.3. If the performance continues to be poor beyond, what is stipulated in 22.1 and 22.2 above SAI reserves the right to:
- i. Cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the SAI.
 - ii. Debar the bidder from participating in tender process of SAI for a period of two years and his Performance Security may also be forfeited / invoked, if so warranted.
- 22.4. No Penalty will be imposed for delay attributable to SAI or reasons or reasons which fall within the definition of Force Majeure as per Clause 29 of this RFP.
- 22.5. SAI will make payments after necessary deductions of penalty (if any).
- 22.6. For delay in service deliverables reasons not pertaining to selected bidder, SAI shall take decision on extension of such timelines and levy of penalty. However, in the event SAI considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.

23. GENERAL TERMS AND CONDITIONS

- 23.1. Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services 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 two years.
- 23.2. 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.
- 23.3. 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.
- 23.4. SAI may not award any work to any bidder at its own discretion without assigning any reason thereof.
- 23.5. Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 23.6. 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.
- 23.7. 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.
- 23.8. 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 two years.
- 23.9. Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on SAI.
- 23.10. 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.
- 23.11. 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.
 - 23.12. It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to debarment from bidding for SAI /SAI RFPs in future for a period of at least two years.
 - 23.13. Bidders are requested to share information which is true and based on some tangible proofs.

24. PATENTS, COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS

- 24.1. 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 SAI 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. However, nothing in the contract shall affect the ownership of any Intellectual Property owned by the bidder as of the Date of Issue of NOA ("Pre-existing IP"). Bidder shall retain all right, title and interest it holds in such Pre-Existing IP.
- 24.2. 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 SAI infringes that party's patent or copyright/IPR's in any form, the Bidder shall keep SAI fully indemnified in this regard and shall defend SAI 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.
- 24.3. 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.

25. HANDOVER

- 25.1. The selected bidder shall prepare a handover policy which shall be approved by Purchaser.
- 25.2. 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.
- 25.3. Handover shall include all official material (soft and hard copies), if any and any related documents.
- 25.4. Non-compliance may lead to forfeit of due payments and performance security/bank guarantee, and other necessary action as may deem fit to Purchaser.

26. REPRESENTATIONS AND WARRANTIES

- 26.1. 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.
- 26.2. 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.
- 26.3. 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.
- 26.4. 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.

27. INDEMNIFICATIONS AND LIABILITIES

- 27.1. The bidder shall fully indemnify, hold harmless and defend Ministry of Youth Affairs and Sports (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.
- 27.2. 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.
- 27.3. 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.
- 27.4. The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPRs) while providing its services under the Project.
- 27.5. The Successful Bidder shall at all times indemnify and keep indemnified SAI against any claims in respect of any damages or compensation payable in consequences of any accident, demise, or injury sustained or suffered by its (the Successful Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Successful Bidder.
- 27.6. The Successful Bidder shall at all times indemnify and keep indemnified SAI against and any claims by Employees in respect of wages, salaries, remuneration, compensation, or the like.
- 27.7. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 27.8. The Bidder hereby undertakes to indemnify SAI against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 27.9. 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.
- 27.10. 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.
- 27.11. 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.

28. TERMINATION

- 28.1. SAI may terminate the Service Agreement by serving written notice of 30 days:
- a. Immediately in case the Successful Bidder 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/Successful Bidder 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 Successful Bidder fails to comply with any final decision reached as a result of arbitration proceedings
 - e. If the Successful Bidder is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement.

- f. If the Successful Bidder submits to SAI a false statement which has a material effect on the rights, obligations, or interests of SAI.
 - g. Any other reason as deemed fit by SAI
- 28.2. The Successful Bidder may terminate the Agreement, by serving a 60-day written notice to SAI, if they reasonably determine and submit that they can no longer provide the Services in accordance with applicable law or professional obligations and in such scenarios, SAI reserves the right to forfeit the Performance Security after due evaluation.

29. FORCE MAJEURE

- 29.1. 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.
- 29.2. 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.
- 29.3. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, SAI may at its option terminate the contract without any financial repercussion on either side.
- 29.4. In case due to a Force Majeure event SAI, New Delhi is unable to fulfil its contractual commitment and responsibility, SAI, New Delhi will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.
- 29.5. 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.

30. DISPUTE SETTLEMENT MECHANISM

- 30.1. All disputes, differences or controversies of whatsoever nature arising out of or in relation to this RFP (including its interpretation) between the Bidder and SAI, and notified in writing by either Party to the other, shall in the first instance be attempted to be resolved amicably through the mediation procedure provided under Clause 30.2.
- 30.2. If any dispute, claim, or difference of any kind arises between the Parties in connection with or arising out of this RFP, including its interpretation, the Parties shall first endeavour to resolve the dispute amicably through mediation in accordance with the provisions of the **Mediation Act, 2023**. The mediation shall commence upon written notice of dispute by either Party and shall continue for a period not exceeding **thirty (30) days**, extendable by mutual consent. If the dispute remains unresolved after such period, either Party may refer the matter to arbitration in accordance with Clause 30.3
- 30.3. Arbitration: If any difference or disputes arises under this RFP and/or the Agreement, as the case may be, which cannot otherwise be amicably 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.
- 30.4. 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.
- 30.5. 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.
- 30.6. 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.
- 30.7. 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.
- 30.8. 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

31. APPLICABLE LAW

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

32. RESERVED RIGHTS

- 32.1. 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.
- 32.2. 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.
- 32.3. 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.
- 32.4. 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.
- 32.5. 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 procure.kheloindia@gov.in No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFP.

33. CORRUPT OR FRAUDULENT PRACTICES

- 33.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice

in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

33.2. It is required by all concerned namely the Bidders /Successful Bidder etc. to observe the highest standard of ethics during the 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 or undesirable practice or restrictive practice in competing for the contract in question;
- ii. Will declare the Bidder 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 Operator has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.
- iii. For the purpose of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

33.2.1. "**corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of SAI who is or has been associated in any manner, directly or indirectly, with the selection process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of SAI, shall be deemed to constitute influencing the actions of a person connected with the selection process); or engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the LoA, who at any time has been or is a legal, financial or technical adviser of SAI in relation to any matter concerning the RFP;

33.2.2. "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the selection process;

33.2.3. "**coercive practice**" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the selection process;

33.2.4. "**undesirable practice**" means establishing contact with any person connected with or employed or engaged by SAI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or having a conflict of interest; and

33.2.5. "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

33.3. SAI reserves the right not to conclude the Agreement 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, EMD (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.

34. CONFIDENTIALITY

34.1. 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.

- 34.2. The successful bidder is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The successful 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 successful bidder and SAI. This requirement is also intended to prohibit the successful 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 successful bidder without the prior written approval of SAI. The successful 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 successful bidder agrees to return promptly all information obtained from or on behalf of SAI or any copies thereof to SAI. The successful 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.
- 34.3. 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.

35. 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 event 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.

36. 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.

37. AWARD OF CONTRACT

- 37.1. **Award Criteria :** SAI will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined in the RFP.
- 37.2. SAI reserves the right to increase or decrease the contract quantity and /or contract duration up to 15% at the time of issuance of the NOA/Contract Agreement, based on the total contract cost. However, once the contract is issued, Contract quantity or contract durations shall not be exceed the 15% of the overall tender value. The bidder shall be bound to accept the revised quantity and/or duration, as applicable.
- 37.3. **Letter of Award:**
- 37.3.1. Prior to the expiration of the bid validity period, SAI will notify the successful bidder in writing or email through a letter of award.
- 37.3.2. In case the tendering process / public procurement process has not been completed within the stipulated period, SAI, may like to request the bidders to extend the validity period of the bid.
- 37.3.3. The letter of award will constitute the formation of the contract.
- 37.3.4. Bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract to the successful bidder.
- 37.4. **Contract Signing**
- 37.4.1. Within 7 days of receipt of the notification of award, the successful Bidder shall communicate its acceptance to the SAI letter.
- 37.4.2. Within 30 days of the notification of award, the successful bidder shall execute the contract with SAI.

- 37.4.3. If the successful bidder fails to execute the agreement (or such other extended timelines as agreed by the SAI in its sole discretion), the SAI shall have the right to forfeit the EMD of successful bidder and award the work to the next successful bidder.
- 37.4.4. The successful bidder is expected to commence its service as per the work orders issued and timelines specified therein.

ANNEXURE 'I' | 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 Agency to provide professionals for Khelo India Events

2. 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 are the programmes been implemented with the abovementioned objectives.

3. About Khelo India

Khelo India aims at strengthening the entire sports ecosystem to promote national objectives of sports development, which includes playfield development; community coaching development; promotion of community sports; establishment of a strong sports competition structure at both school and university level as also for rural / indigenous sports, sports for persons with disability and women sports; filling up of critical gaps in sports infrastructure, including creation of hubs of sports excellence in select universities; talent identification and development; support to sports academies; implementation of a national physical fitness drive for school children; and sports for peace and development. An integral part of the Khelo India Scheme is the Khelo India Youth Games and the Khelo India University Games. Both are the flagship sports events for helping develop the nation's elite athletes.

4. Scope of Services

To carry out the tasks related to planning of events under SAI, included but not limited to the Khelo India Games. The Consultancy shall assist SAI with the following:

- i. Overall responsibility of implementation of project in most efficient manner.
- ii. Oversee the project implementation by coordinating with all stakeholders.
- iii. Managing stakeholder expectations and ensuring their active participation in project implementation.
- iv. Provide regular report on all Khelo India Games.
- v. Interacting with SAI FA Heads and working on deliverables as per requirement.
- vi. Oversee the function, management, planning, execution, verification & reporting of Operations falling under the scope of the Event Management agency.
- vii. Responsible for drafting detailed Scope of Work related to various Functional Areas (FA) for smooth conduct of various events held under Khelo India Scheme.
- viii. Coordination with and collation of information from each Functional Area head for inputs into the corresponding FA for the RFP.
- ix. To work as Sports Specific Coordinators and coordinate with stakeholders such as participating NSF, SGFI, CBSE, AIU etc.
- x. Ensuring nomination of Athletes from NSFs, SGFI, AIU, CBSE as per nomination criteria.
- xi. Ensuring timely entries from all States.
- xii. Ensuring age verification and other documents are uploaded and are available for verification & assist eligibility verification committee.
- xiii. Ensuring that athlete changing room and other athlete related spaces are made available for participating athlete.
- xiv. Ensuring timely start and conclusion of the event.
- xv. Ensuring Time and Scoring Results equipment is available as per requirement.

- xvi. Ensuring sports equipment and sports apparel are in place for athletes.
- xvii. Proper platform for athletes to appeal and address their concerns.
- xviii. Allocation of proper FOP for all the events.
- xix. Ensuring medical requirements are in place before start of the games.
- xx. Collating Inputs from the market & historical data to calculate an estimate for execution of operations for event.
- xxi. Oversee the function, management, planning, execution, verification & reporting of the project.
- xxii. Coordination and monitoring of operations falling under the scope of the Event Management agency.
- xxiii. Ensuring timely delivery and closure of the events.
- xxiv. Responsible for creation and maintenance of Legacy of various events held under the umbrella of Khelo India Scheme in terms of Post event reports, Collation of data and information, compilation of documentaries etc.
- xxv. Closure of Games, verification of operations with proof & Reporting in relation to Games.
- xxvi. Support in drafting and/or review contracts and agreements and monitor legal obligations under agreements to ensure compliance.
- xxvii. Overseeing Post-games operations including repository management.
- xxviii. Perform consulting services for management through participation in projects designed to introduce new and/or changing processes, products, or facilities.
- xxix. Provide value added recommendation to mitigate both project and end state risks.
- xxx. Overall responsibility of planning of all Khelo India Events for all functional heads under supervision of competent authority.
- xxxi. Coordinate with key stakeholders such as participating State Govt., NSF's, SGFI, CBSE, AIU etc. for smooth conduct of games.
- xxxii. Oversee the overall project implementation by coordinating with committee and FA Heads. The PMU shall assist in guiding and supervising the management and planning of Games falling under the scope of the Host State.
- xxxiii. Assist SAI in procurement management services for Events, including but not limited to drafting detailed Scope of Work related to various Functional Areas (FA) for smooth conduct of various events, and collation of information from each Functional Area Head for inputs into the corresponding FA for the preparation of RFPs.
- xxxiv. Preparation of draft documents related to tenders and other correspondence besides liaising with multiple stakeholders for the smooth conduct of the Games.
- xxxv. Provide process improvement advisory by introducing new process and/or advise on learnings from current processes from each event.
- xxxvi. Planning the Games Operations and collating inputs from the market & historical data to calculate budget estimate for execution of operations for event.
- xxxvii. Games Technical Conduct –
 - Gap Analysis & Feasibility of Infrastructure for the Games
 - Assist in preparation of Technical Handbook.
 - Assist in planning and coordination of TSR requirements and GMS integration
- xxxviii. Assist in planning & execution of Ceremonies of Khelo India Events
- xxxix. Review of Status of works associated with various FA and regularly update the SAI senior leadership.
 - xl. Assistance in closure of Games, verification of operations and reporting related to Games, monitoring legal obligations under agreements to ensure compliance.
 - xli. Comparative study of the past Khelo India Events and thereby enhancing the Standard Operating Procedures (SOP) for the next editions of Games.
 - xlii. Analyze and track progress the Khelo India Games
 - xliii. Drive process improvements to create efficiencies and leverage process/resources
 - xliv. Perform budgeting and forecasting from data analytics
 - xlv. Work closely with the Khelo India Team to analyse the progress of the games
 - xlvi. Project the latest trends in the multi sports event
 - xlvii. Perform impact analysis of the games conducted by Khelo India/ SAI
 - xlviii. Any other task assigned by reporting authority.

5. Constitution of the Team/ Minimum Required Manpower Deployment

The project would essentially require a definitive team consisting of Program Director, Project lead and Consultants. Following Team members will be the part of strategic consultancy and will be deployed for full-time onsite support:

S. No.	POSITION	No. of Resources	MINIMUM EXPERIENCE REQUIRED	ROLES & RESPONSIBILITIES
1.	Project Lead	2	<ul style="list-style-type: none"> • Should have minimum 10 years of experience • Should have Master's Degree in any field 	<ul style="list-style-type: none"> • Overall coordination of the team • Ensure the deliverables are completed in a timely manner • Ensure smooth conduct of the Khelo India Games and manage on-ground challenges. • Coordinate with stakeholders such as NSFs, State / UT officials and vendors • Oversee venue readiness, equipment setup, accommodation, and transportation etc. during the Games • Any other task assigned by reporting authority.
2.	Sports Events Management Expert (Senior)	2	<ul style="list-style-type: none"> • Should have minimum 7 years of experience • Should have MBA in Sport Management/ Post Graduate qualification / B Tech/B.E. 	<ul style="list-style-type: none"> • To ensure smooth conduct of the Khelo India Games and manage on-ground challenges. • Coordinate with stakeholders such as NSFs, State / UT officials and vendors
3.	Sports Events Management Expert (Junior)	6	<ul style="list-style-type: none"> • Should have minimum 1 years of experience • Should have Graduation in any stream 	<ul style="list-style-type: none"> • Oversee venue readiness, equipment setup, accommodation, and transportation etc. during the Games • Handle public relations, social media, and branding activities • Any other task assigned by reporting authority
4.	Sports Strategic Consultant (Senior)	1	<ul style="list-style-type: none"> • Should have minimum 7 years of experience • Should have MBA in Sport Management/ Post Graduate qualification / B Tech/B.E. 	<ul style="list-style-type: none"> • Perform consulting services for management projects designed to introduce new and / or changing processes. • Responsible for creation and maintenance of Legacy of the Games.
5.	Sports Strategic Consultant (Junior)	2	<ul style="list-style-type: none"> • Should have minimum 1 year of experience • Should have Graduation in any stream 	<ul style="list-style-type: none"> • Drive process improvements to create efficiencies and leverage process / resources • Any other task assigned by reporting authority
6.	Technical Conduct Consultant (Senior)	3	<ul style="list-style-type: none"> • Should have minimum 7 years of experience • Should have MBA in Sport Management/ Post 	<ul style="list-style-type: none"> • Gap Analysis & Feasibility of Infrastructure for the Games • Assist in preparation of Technical Handbook

			Graduate qualification / B Tech/B.E.	<ul style="list-style-type: none"> ● Assist in planning and coordination of TSR requirements and GMS integration ● Oversee nomination of Athletes, Support Staff, TOs, CMs, CDMs etc. ● Any other task assigned by reporting authority
7.	Technical Conduct Consultant (junior)	6	<ul style="list-style-type: none"> ● Should have minimum 1 years of experience ● Should have Graduation in any stream 	
8.	Procurement Expert	1	<ul style="list-style-type: none"> ● Should have minimum 1 year of Public Procurement experience with any Central/State Government department ● Should have Graduation in any stream 	<ul style="list-style-type: none"> ● Responsible for drafting Scope of Work related to various Functional Areas ● Support in drafting and / or review of contracts and agreements and monitor legal obligations under the agreement ● Prepare draft document related to tenders and other correspondence ● Assist in contract management process for Khelo India Games ● Monitoring of procurement ● Any other task assigned by reporting authority
9.	Research Analyst	2	<ul style="list-style-type: none"> ● Should have minimum 1 years of experience ● Should have Graduation in any stream 	<ul style="list-style-type: none"> ● Provide regular report on Khelo India Games ● Perform Impact Analysis of the Games conducted with Stakeholder consultation ● Perform budgeting and forecasting ● Enhancing of Standard Operating Procedure (SOP) for next edition of the Games. ● Any other task assigned by reporting authority
Total		25		

Note:

- All resources are required to be available onsite during deployment period and are to be exclusively assigned/deployed for the project.
- All resources deployed during contract duration will be approved by SAI through interview. In case of replacement, the resources should be equally or more qualified and experience than the resource being replaced.
- Core team members shall be available with the bidder prior to submission of this bid. Core team is consisting of the key personnel whose CV(s) are being considered for marking in the evaluation criteria.
- The SAI can increase or decrease the contract quantity or Contract Duration up to 15 percent at the time of issue of the contract based on the man-month rates as per the NOA/Contract Agreement. However, once the contract is issued, Contract quantity or contract duration can only be increased up to 15 percent. Bidders are bound to accept the revised quantity or duration.
- While considering MBA/PG for educational qualification, any executive/distant/regular degree may be considered subject to the course duration being a minimum of 12 months.
- The service provider shall ensure that Key resources from Core Team (core team shall mean position at s.no. 1, 2 4 and 6) shall remain for the contract duration unless:
 - Unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
 - With SAI's prior written consent.

- In case of resignation of any resource, the service provider shall immediately inform SAI and will provide a suitable replacement on immediate basis.
- The service provider must ensure at least 4 weeks overlap period for knowledge transfer in such replacements.

ANNEXURE 'II' | DOCUMENTS TO BE SUBMITTED

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

Sl. No.	Criteria	Document to be submitted online
I. General Documents		
1.	Authorized Signatory	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 Annexure-VI)
II. Pre-Qualification Documents: Criteria as Mentioned in Clause 1 of Annexure III.		
1.	Bid Security	Required Documents for EMD and Bid security as per clause 1.1 of RFP. In case of exemption, supporting document along with Bid Security declarations at Annexure - XIV
2.	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per Annexure IV.
3.	Legal Entity	Copy of Certificate of incorporation along with Permanent Account Number (PAN) and GST Certificate
4.	Bidders Credentials	Annexure VII along with Work Order + Completion Certificate/ payment proof from client /certification from a Chartered Accountant certifying receipt of payment of the claimed project value.
5.	Annual Turnover	Copy of CA Certificate as per the format at Annexure-VIII
6.	Net worth	
7.	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
8.	Fit and Proper Person	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory at Annexure - XX .
9.	Declaration for non-blacklisting	Declaration of non-blacklisting as per Annexure-XV
10.	DECLARATION As per GFR Clause 144 (xi)	DECLARATION As per format at Annexure-XVI.
11.	Integrity Pact	2 Original each on Rs 100 Stamp paper duly signed and notarized as per format at Annexure XVIII should be submitted in Original to the following address: Stair Entry No. 5, Khelo India Office, Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi-110003. NOTE: The bid submitted without Integrity Pact (as part of technical bid as well as in hard copy) shall be summarily rejected.
12.	Declaration for Local content	Certificate regarding local content in line with DPIITs Guideline for Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments. DECLARATION As per format at Annexure-XIX
III. Evaluation Criteria Documents: Criteria as Mentioned in Clause 2 of Annexure III		

Sl. No.	Criteria	Document to be submitted online
A	Experience	Annexure VII along with Work Order + Completion Certificate/ payment proof from client /certification from a Chartered Accountant certifying receipt of payment of the claimed project value.
B	Team	CVs as per format at Annexure IX. along with declaration regarding availability from the part of the resource Also upload the deployment plan as per Annexure – XVII
C	Technical Presentation	Copy of Technical presentation should be submitted along with the proposal in pdf format. SAI reserves the right to call the bidder(s) to formally present the same through online medium or in person
D	Annual Turn Over	Certificate by Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per Annexure VIII.
IV.	Financial Bid	
A	Financial Bid	As per format at Annexure XI, Price Bid Format. To be uploaded only in the Price Bid Section of GeM Portal. The value entered in the Price Bid Cell and total value derived from the format should match.

Note:

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

ANNEXURE 'III' | ELIGIBILITY & EVALUATION CRITERIA

1. ELIGIBILITY CRITERIA

S. No.	Parameter	Criteria
1.	Bid Security	The Bidder shall submit the bid security for amount is ₹ 61,00,000.00 as per clause 11 of RFP.
2.	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per Annexure IV .
3.	Legal Entity	Bidder should be a registered legal entity as on the date of submission of bid recognised under the legal statute of the country including any Company, Partnership firms/LLP for last 7 years on the date of submission of bid Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status
4.	Bidder's Credential	The Bidder must have successfully completed at least five (05) consulting assignments during the last seven (07) years as on the date of submission of the bid. Out of these, a minimum of one (01) assignment shall relate to sports events-based consulting, and two (2) assignments assignment shall relate to sports consulting. All the Five assignment should have been executed for Central or State Government Departments/ Autonomous Bodies/PSUs. (Further, only those projects having a contract value of INR 1 Crore or above shall be considered for evaluation of the Bidder's credentials. Any project with a contract value less than INR 1 Crore shall not be taken into account for the purpose of meeting the eligibility criteria). Note: <ul style="list-style-type: none"> Event Based Assignment shall mean consulting assignment executed involving games planning/coordination/delivery/bidding of multi sports events of international/national/state level Documents to be submitted: Annexure VII along with Work Order + Completion Certificate/ payment proof from client /certification from a Chartered Accountant certifying receipt of payment of the claimed project value.
5.	Turnover	The Bidder must have an average annual turnover of at least INR 30 crore over the last three (3) financial years ending March 2025, of which at least fifty percent (50%) should be from consulting assignments. Note: Certificate by Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per Annexure VIII .
6.	Net worth	The Net worth of Bidder firm should not be negative as on 31 st March 2025 and should not have eroded by more than 30% in the last 3 years ending on 31 st March 2025
7.	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
8.	FIT and Proper Person	Bidder should be Fit and Proper person as per the criteria defined in this RFP document at Annexure - XX

9.	Declaration for Non-Blacklisting	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory at Annexure- XV
10.	DECLARATION As per GFR Clause 144 (xi)	DECLARATION As per format at Annexure-XVI .
11.	Integrity Pact	<p>2 Original each on Rs 100 Stamp paper duly signed and notarized as per format at Annexure XVIII should be submitted in Original to the following address:</p> <p>Stair Entry No. 5 Khelo India Office, Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi-110003</p> <p>NOTE: The bid submitted without Integrity Pact (as part of technical bid as well as in hard copy) shall be summarily rejected.</p>
12.	Declaration for Local content	DECLARATION As per format at Annexure-XIX.

Note:

Note: MSEs (under relevant category) and verified Startups (under relevant field) will be given exemption only for criteria as mentioned at S. No. 1, 3 and S.No. 5 above, upon submission of the relevant notification(s) along with required documents

2. EVALUATION CRITERIA

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

#	CRITERIA	Max. Marks
A	Experience	45
A1	<p>Sports Consulting Experience:</p> <p>Nos. of sports consulting assignment with central/ state government/Autonomous bodies/ PSUs with minimum cumulative value of INR 2 Crs in the last 7 years ending on the bid submission date</p> <ul style="list-style-type: none"> ● 2 Projects (one event and one non-event-based sports consulting) with cumulative value of \geq INR 2 Crs and upto INR 5 Crs – 6 marks ● 3 Projects (Two event and one non-event-based sports consulting) with cumulative value of $>$INR 5 Crs and upto INR 8 Crs – 8 marks ● 4 Projects (Two event and two non-event-based sports consulting) with cumulative value of $>$INR 8 Crs and up to INR 11 Crs – 10 marks ● 5 Projects (Three event and two non-event-based sports consulting) with cumulative value of $>$INR 11 Crs and upto 14 Crs– 12 marks ● 6 Projects (Three event and three non-event-based sports consulting) with cumulative value $>$ 14 Crs – 15 Marks <p>Note:</p> <ul style="list-style-type: none"> ● Submission of both event-based and non-event-based sports consulting assignments is mandatory for evaluation under this criterion. ● Event Based Assignment shall mean consulting assignment executed involving games planning/coordination/ delivery/bidding of multi sports events of international/national/ state level. ● Projects not meeting the above distribution requirement shall not be considered for evaluation for award of marks under this criterion. ● Projects where the bidder was the lead or sole member of the contract will only be considered. ● Only Completed and/or substantially completed (at least 80% payments received) assignment shall be considered. ● extension, if any, in the contracts will be considered as part of the original contract ● Maximum six projects will be considered for evaluation ● Documents for evaluation: Annexure VII along with Work Order + Completion Certificate/ payment proof from client /certification from a Chartered Accountant certifying receipt of payment of the claimed project value. 	15 Marks
A2	<p>General consulting:</p> <p>Consulting experience of executing large scale PMU engagements with contract duration of more than 1 year and cumulative project value greater than Rs. 5 Crore with central/ state government/Autonomous bodies/PSUs</p> <ul style="list-style-type: none"> ● 3 Projects with cumulative value of \geq INR 5 Crs and upto INR 10 Crs – 6 marks ● 4 Projects with cumulative value of $>$INR 10 Crs and upto INR 15 Crs – 8 marks ● 5 Projects with cumulative value of $>$INR 15 Crs and up to INR 20 Crs – 10 marks ● 6 Projects with cumulative value of $>$INR 20 Crs and upto 25 Crs– 12 marks ● 7 Projects with cumulative value $>$ 25 Crs – 15 Marks <p>Note:</p>	15 Marks

	<ul style="list-style-type: none"> Projects where the bidder was the lead or sole member of the contract will only be considered. For the purpose of evaluation, PMU projects submitted against A1 will not be considered for evaluation under this criterion. Only Completed and/or substantially completed (at least 80% payments received) assignment shall be considered. extension, if any, in the contracts will be considered as part of the original contract Maximum seven projects will be considered for evaluation Documents for evaluation: Annexure VII along with Work Order + Completion Certificate/ payment proof from client /certification from a Chartered Accountant certifying receipt of payment of the claimed project value. 	
A3	<p>Turn Over:</p> <p>Average annual turnover of the firm within the last three Financial Years (FY 2022-23, FY 2023-24, FY 2024-25)</p> <ul style="list-style-type: none"> > 30 Crore and up to 50 Crore: 6 marks > 50 Crore and up to 75 Crore: 8 marks > 75 Crore and up to 100 Crore: 10 marks >100 Crore and up to 125 Crore: 12 marks >125 crore: 15 marks <p>Note: Certificate by Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per Annexure VIII.</p>	15 MARKS
B	Quality of Proposed Team (<i>SAI shall assess the proposals based on the qualifications and experience, if required, personal interaction with the proposed team members may be carried out</i>)	20
B.1	<p>Project Lead:(01 CVs to be submitted for Evaluation)</p> <p>The proposed team member should have Master's Degree in any field, with minimum 10 years of experience.</p> <ul style="list-style-type: none"> Meeting the criteria: 4 Marks Government and/or Sports Domain Experience: 2 Marks 	06 MARKS
B.2	<p>Sports Events Management Expert (Senior): (01 CVs to be submitted for Evaluation)</p> <p>The proposed team member should have MBA in Sports Management/ Post Graduate qualification / B Tech/B.E., with a minimum 7 years of experience.</p> <ul style="list-style-type: none"> Meeting the criteria– 3 marks Sports Events Experience – 2 marks 	05 MARKS
B.3	<p>Sports Strategic Consultant (Senior): (01 CVs to be submitted for Evaluation)</p> <p>The proposed team member should have MBA in Sports Management/ Post Graduate qualification / B Tech/B.E., with minimum 7 years' experience.</p> <ul style="list-style-type: none"> Meeting the criteria– 3 marks Sports Domain Experience – 2 marks 	05 Marks
B.4	<p>Technical Conduct Consultant (Senior): (01 CV to be submitted for Evaluation)</p> <p>The proposed team member should have MBA in Sports Management/ Post Graduate qualification / B Tech/B.E., with minimum 7 years' experience.</p> <ul style="list-style-type: none"> Meeting the criteria– 2 marks Sports Domain Experience – 2 marks 	04 Marks
C	Approach, Methodology, Technology, Work Plan and Campaigning through Presentation	35

C.1	<p>Approach, Methodology, Technology, Work Plan and Quality of Team.</p> <ul style="list-style-type: none"> • Technical Approach, Methodology including Presentation • Work plan based on Terms of Reference • Quality of the proposed team, as Assessed During interaction with SAI <p>Firm should ensure that the technical presentation must be submitted along with the technical bid.</p> <p>SAI at its sole discretion may award the marks upon calling for a Physical/Virtual Presentation or may award the said marks upon evaluating the presentation submitted as part of the Technical bid.</p>	35 Marks
Total		100

Note:

1. Documentation required against each criterion is detailed in [Annexure II](#).
2. The (project) experiences that would be claimed by the Applicant against any criteria both for eligibility as well as for technical evaluation must have been executed as the primary/ lead consultant by the Applicant's legal entity submitting the bid for this RFP. All experiences should be from India.
3. Only the professional experience of the resources obtained after completion of the Graduation Degree shall be considered for evaluation.

ANNEXURE 'IV' | BID SUBMISSION FORM

To,
Sports Authority of India.

Sub: *Selection of Strategic Advisors (For Sports Events Planning)*

Dear Sir,

1. 1. With reference to the RFP dated for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We _____, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with SAI (Sports Authority of India) as Agency for Selection of Strategic Advisors (For Sports Events Planning) as per terms mentioned in this RFP.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
4. I/We shall make available to SAI, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the SAI, to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We agree to keep our Bid valid for acceptance for 90 (ninety) 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
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/we certify that we fulfil the "Fit and Proper Person" criteria as mentioned in this RFP document.
9. I/we understand that SAI may cancel the Selection Process at any time and that SAI neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
10. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
11. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

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

Yours faithfully,

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

ANNEXURE 'V' | 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 SAI's Bid Reference No. _____. Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto Sports Authority of India, New Delhi 110003 (hereinafter called the "Purchaser") in the sum of _____ for which payment will and truly to be made to SAI, 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 SAI 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 SAI up to the above amount upon receipt of its first written demand, without the SAI having to substantiate its demand, provided that in its demand SAI will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of Bid validity of 90 days i.e., for 135 days (90 days + 45 days) from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

ANNEXURE 'VI' | POWER OF ATTORNEY (SAMPLE)

(Note- Board resolution in case of company)

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms.....son/daughter/wife and presently residing at, who is presently employed with us and holding the position ofas 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 PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2026.

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 1, 2, 3..... for each different project.
2. Please provide proof of eligible projects undertaken with a copy of Work Order + Completion Certificates/ payment proof of client to the extent of project cost/ certification from CA certifying receipt of payment to the extent of the project cost and in case of ongoing projects, at least payment of 80% of the project cost received till bid submission date along with satisfactory progress report of the project shall be submitted. The submitted testimonial MUST contain detailed description of work (Scope of Work and TOR) carried out by the Bidder.

ANNEXURE 'VIII' | ANNUAL TURNOVER

S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)	Net-worth (INR)
1.	2022-23		
2.	2023-24		
3.	2024-25		

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) and out of which the average annual turnover from the consulting assignments in the last three years is Rs. _____ . (In words).

Further, The Net worth of Bidder firm is as on 31st March 2025 and the same has not been eroded by more than 30% in the last 3 years ending on 31st March 2025

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' | FORMAT FOR CV

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

Education:

Name of Institution	Degree Obtained (DD/MM/YY)	Year of Obtainment (DD/MM/YY)

Countries of work experience:

Employment Record

Name of Organisation	Position Held	Duration (DD/MM/YY)

Total Work Experience (Relevant): (in yy/mm/dd)

Brief Write-up of overall experience:

Work Experience:

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

Certification:

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

Name of Expert/ Personnel

Signature

Date

Endorsement of HR Department/Head of Academic Department/Authorised Signatory Signing the Bid.

ANNEXURE 'X' | INSTRUCTIONS FOR ONLINE BID SUBMISSION

Please refer to GeM Portal (<https://gem.gov.in>) for instruction on online bid submission.

ANNEXURE 'XI' | PRICE BID FORMAT

S.no	Resource	Number	Man Month Rate (Exclusive of Taxes)	Tax %	Tax Amount	Man Month Rate (Inclusive of Taxes)	Man Month Rate for 12 Month (Inclusive of Taxes)	Provision for a 7% year-on-year increase based on performance, as per the relevant clause of the RFP.			
								Year 2 (In Rs)	Year 3 (In Rs)	Year 4 (In Rs)	Year 5 (In Rs)
1	Project Lead	2			0	0	0	0	0	0	0
2	Sports Event Management Expert (Senior)	2			0	0	0	0	0	0	0
3	Sports Event Management Expert (Junior)	6			0	0	0	0	0	0	0
4	Sports Strategic Consultant (Senior)	1			0	0	0	0	0	0	0
5	Sports Strategic Consultant (Junior)	2			0	0	0	0	0	0	0
6	Technical Conduct Consultant (Senior)	3			0	0	0	0	0	0	0
7	Technical Conduct Consultant (Junior)	6			0	0	0	0	0	0	0
8	Procurement Expert	1			0	0	0	0	0	0	0
9	Research Analyst	2			0	0	0	0	0	0	0
Total							0	0	0	0	0
Total Cost (For 5 Years) Inclusive all Taxes											0
Grand Total in Words (To be filled by the bidders)											

NOTE:

1. Taxes will be applicable as per existing government norms.
2. Bidder should consider all overhead costs while quoting.
3. The above price bid to be uploaded in pdf format. The same shall not be part of technical bid. Submission of Price bid as a part of technical bid shall result in rejection of the bid
4. The contract shall initially be awarded for 3 years

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

To

_____.

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

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

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

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

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

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

.....

Name and designation of the officer

.....

.....

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

ANNEXURE 'XIII' | - DRAFT CONTRACT AGREEMENT FORMAT

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No. _____ dated _____

1. Name & address of the Agency: _____
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 agency 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 XIV | - Bid Securing Declaration

(To be submitted by bidder seeking EMD exemptions)

Bidder’s Reference No. _____

Date.....

To
SECRETARY
Sports Authority of India
Jawaharlal Nehru Stadium
(Gate No. 10), Lodhi Road
New Delhi-11003

Ref: Tender Document No..... for

Sir/ Madam,

We, the undersigned, solemnly declare that: We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in case the bidder is seeking EMD exemption.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- a) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- b) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - i. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - ii. Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- i. receipt by us of your notification
 - (a) of cancellation of the entire tender process or rejection of all bids or
 - (b) of the name of the successful bidder or
- ii. forty-five days after the expiration of bid validity any extension to it.

(Signature with date)

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place.....[insert place of signing]

DA:.....

ANNEXURE 'XV' | - Format for Undertaking towards not being Blacklisted

I, _____ Authorized Signatory of M/s _____ hereby give undertaking that we, as a company are not black-listed by any Government Department/Regulatory body/CPSU/ PSU Banks/Autonomous Bodies/Statutory Bodies/ or any entity controlled by them under any Central/ State Govt/ PSU act/ rule or by National/ International financial institutions.

Further, if information furnished above stands false at any stage, we shall be completely liable for actions taken by SAI as per terms & conditions of the tender including disqualification and exclusion from future contracts/assignments.

(Signature of Authorized Signatory) Name:

Designation: Seal:

ANNEXURE XVI | - Format for Self-Declaration regarding Restriction under Rule 144 (XI) of GFR 2017 (Land Border Sharing) (to be printed in letter head)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, _____ (full names), do hereby declare, in my capacity as _____ of M/s _____ (name of bidder entity), that:

1) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 office memorandum (OM) No. F.18/37/2020-PPD Dt:08.02.2021, OM NO. F.12/1/2021-PPD (Pt) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021 and OM No.F.7/10/2021-PPD dated 23.02.2023 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.

2) I certify that M/s _____ (name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

3) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s _____ (name of bidder entity) is found to be false, this would be a ground for debarment and further legal action in accordance with law as per Clause 18 of Procurement Policy Division OM No.F.7/10/2021-PPD dated 23.02.2023.

AUTHORISED SIGNATURE: DATE: _____

Seal / Stamp of Bidder

ANNEXURE 'XVII' | DEPLOYMENT PLAN

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

Sl. No.	Name	Designation of the resource as per RFP
1		Project Lead -1
2		Sports Event Management Expert - 1
3		Sports Strategic Consultant
4		Technical Conduct Consultant - 1

ANNEXURE 'XVIII' | - Integrity Pact

(Format of Integrity Pact) PRE-CONTRACT INTEGRITY PACT

This pre-bid /pre contract Agreement (hereinafter called Integrity Pact) is made onday of the month of 20.. between, on one hand, Sports Authority of India, hereinafter referred to as "The Buyer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part.
And

M/s _____, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office atrepresented by Shri _____, hereinafter referred to as "The Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the Buyer proposes to procure _____ (Name of the work/ goods/ services) and the Bidder/Seller is willing to offer against NIT No. _____, aforesaid proposal of the buyer.

WHEREAS the Bidder is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Buyer is an autonomous body under Ministry of Youth Affairs and Sports.

NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the Buyer to obtain the desired said (goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
Enabling the Bidder(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

1.0 Commitments of the buyer

- 1.1 The Buyer undertakes that no official of the buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all the Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
- 1.3 All the officials of the buyer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the buyer with full and verifiable facts and the same is prima facie found to be correct by the buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the buyer the proceedings under the contract would not be stalled.

3.0 Commitments of the Bidder(s)

The Bidder(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The Bidder(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.
- 3.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 The Bidder(s) shall disclose the name and address of agents and representatives, and Indian Bidder(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the buyer has financial interest/stake in the Bidder(s)(s) firm, the same shall be disclosed by the Bidder at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The Bidder(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.

4.0 **Previous Transgression**

- 4.1 The Bidder(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2 The bidder agrees that if I make incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract , if already awarded, can be terminated for such reason.

5.0 **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the bidder shall deposit an amount (to be specified in RFP) as Earnest Money/Security Deposit, with the Buyer through any of the following instruments:

- i. Bank Draft or Pay Order in Favour of.....
 - ii. A confirmed guarantee by an Indian Nationalized bank, promising payment of guarantee sum to the buyer on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the buyer shall be treated as conclusive proof of payment
 - iii. Any other mode or through any other instrument (to be specified in the RFP)
- 5.2 The Earnest Money/Security Deposit 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 90 days from the date of opening of the Technical Bid i.e. upto 135 days (90 + 45 Days).
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6.0 Sanctions for Violations

- 6.1 Any breach of the provisions of this Pact by the BIDDER or by any person employed by it or acting on its behalf shall entitle the BUYER, **without prejudice to any other rights or remedies available under law**, to take **one or more** of the following actions, as may be considered appropriate by the BUYER, depending upon the nature and gravity of the breach:
- i. To immediately call off the pre-contract negotiations without assigning any reason and without any liability to pay compensation to the BIDDER. Proceedings with other bidder(s), if any, may continue.
 - ii. To forfeit the Earnest Money Deposit (at the pre-contract stage) and/or the Security Deposit/Performance Security (after execution of the Contract), either in full or in part, **commensurate with the nature and extent of the breach or loss caused**, as determined by the BUYER.
 - iii. To cancel or terminate the Contract, if already executed, with immediate effect and without any liability to pay compensation to the BIDDER, **except for goods supplied or services rendered and duly accepted prior to such termination**, unless the breach relates to fraud, corruption, misrepresentation, or suppression of material facts.
 - iv. To recover all sums already paid by the BUYER to the BIDDER under the Contract, together with interest:
 - In the case of an Indian BIDDER, at a rate **2% higher than the prevailing SBI External Benchmark Lending Rate (EBLR)**; and
 - In the case of a foreign BIDDER, at a rate **2% higher than a widely accepted international benchmark rate such as SOFR/ EURIBOR**, from the date of payment till the date of recovery.
 - v. If any outstanding payment is due to the BIDDER from the BUYER under any other contract, the same may be adjusted or set off against the amounts recoverable under this Pact.
 - vi. To invoke and encash the Advance Bank Guarantee and/or Performance Security/Warranty Bond furnished by the BIDDER in order to recover the amounts paid by the BUYER along with applicable interest.
 - vii. To cancel or rescind all or any other contract(s) entered into by the BIDDER with the BUYER, where such contracts are connected or related to the breach, and to recover compensation for any loss or damage suffered by the BUYER as a result thereof. The BUYER shall be entitled to deduct such amounts from any monies payable to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of the Government of India, Ministries, Departments, or Public Sector Undertakings for a **minimum period of three (3) years**, extendable up to **five (5) years**, **after following due process including issuance of a show-cause notice and affording the BIDDER a reasonable opportunity of being heard**.
 - ix. To recover from the BIDDER all sums paid by it to any agent, intermediary, broker, or middleman in violation of this Pact with a view to securing the Contract.
 - x. In cases where irrevocable Letters of Credit have been received or are proposed to be opened in respect of any Contract, to withhold opening, negotiation, or operation of such Letters of Credit to the extent permissible under applicable banking norms and law.
 - xi. To forfeit the Performance Security in whole or in part for violation of this Pact, **in accordance with Clause 6.1(ii)**.

- 6.2 The BUYER shall also be entitled to take any or all actions specified in Clause 6.1 (i) to (x) above in the event of commission by the BIDDER or by any person employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of any offence as defined under **Chapter IX of the Indian Penal Code, 1860**, the **Prevention of Corruption Act, 1988**, or any other statute enacted for the prevention of corruption.
- 6.3 The decision of the BUYER that a breach of the provisions of this Pact has been committed by the BIDDER shall be **final and binding**, subject to applicable law. However, the BIDDER shall have the right to approach the **Independent External Monitor(s) (IEMs)** appointed for the purposes of this Pact, in accordance with the procedure prescribed.

7.0 **FALL CLAUSE**

- 7.1 The BIDDER undertakes and warrants that it has not supplied and shall not supply **identical or substantially similar product(s), system(s), or sub-system(s)**, under comparable terms and conditions, to any Ministry/Department of the Government of India or any Public Sector Undertaking at a price lower than that offered in the present bid.
- 7.2 In the event it is found at any stage that the BIDDER has supplied or is supplying such identical or substantially similar product(s), system(s), or sub-system(s) at a lower price, then such lower price, **after adjusting for differences in scope, quantities, taxes, duties, delivery terms, and with due allowance for elapsed time**, shall be applicable to the present Contract.
- 7.3 If the Contract has already been concluded, the BIDDER shall refund the difference in price to the BUYER within the stipulated time, failing which the BUYER shall be entitled to recover the same in accordance with law.

8.0 **Independent Monitors:**

- 8.1 The Buyer has appointed Independent Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission:
- i. Sh. Janak Digal,
Plot No. 1B/2, Sector-I1, CDA,
Markat Nagar, Cuttack,
Odisha - 753015
M. No. 09971116084
Email: janakdigal85@gmail.com
 - ii. Sh. P Mallikharjuna Rao, IFOS(Retd)
72, Prashasan Nagar,
JubileeHills, Hyderabad
M. No – 9440576170
Email: pmkrao72@gmail.com
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the authority designated by the Buyer.
- 8.6 The Bidder(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Buyer including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality.
- 8.7 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated authority of the Buyer/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the Buyer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

9.0 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Buyer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10.0 Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer.

11.0 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12.0 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

13.0 The Parties hereby sign this Integrity Pact as part of the contract at _____ on _____

(Buyer)

(Bidder)

(Office Seal)

(Office Seal)

Place :..... Date:.....

Place :..... Date:.....

Witness 1:

Witness 1:

(Name & Adress)

(Name & Adress)

ANNEXURE 'XIX' | - Format for MII declaration

Self-Certification under preference to Make in India order Certificate

1. In line with Government Public Procurement Order No. P-45021/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s_____ are local suppliers and the offered item having local content of _____% (excluding Net Domestic Indirect Taxes, Transportation, Insurance, Installation, Commissioning, Training and after sales service support like AMC/CMC etc.) as defined in above orders for the material against Tender/Bid No._____ Dated _____

2. Details of location at which local value addition will be made as follows:

3. We also understand, false declaration will be breach of the code of integrity under the rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the General Financial Rules along with such other actions as maybe permissible under law.

Thanking You

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

ANNEXURE 'XX' | - FIT AND PROPER PERSON (To be printed on Letter Head)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

Thanking You

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)