

**REQUEST FOR PROPOSAL (RFP)  
(FOR EPC CONTRACT)**

**For**

**Appointment of Agency**

**For**

**Providing Project Management Consultancy Services**

**For**

**Establishment of High Performance Centre at SAI, NSSC, Bangalore.**

**Tender Reference Number: 01-11010(02)/2/2024-HO - Infra Division-I**

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

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## DISCLAIMER

1. The information contained in this Request for Proposal ("**RFP**") or subsequently provided to Bidder (s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement or an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP (the "**Bid**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project Management Services (**PMS**). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidder(s) may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
4. The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
5. 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.
6. 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.
7. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the PMC and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
8. The 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.
9. 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.

10. 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.
11. The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to SAI or any of its respective officers, employees, advisors or agents.
12. This This RFP document 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.
13. 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. Introduction

### 1.1. Background:

Sports Authority of India, (hereafter referred as “**SAI**”) an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India is engaged in the development of Sports and related infrastructure, and as a part of this endeavour, SAI intends to award the works for the **Establishment of High Performance Centre at SAI, NSSC, Bangalore** on Engineering, Procurement and Consultancy (EPC) basis. Accordingly, SAI intends to appoint a reputed consulting/ engineering firm as Project Management Consultant (the “**PMC**”) for providing Project Management Services for the **Establishment of High Performance Centre at SAI, NSSC, Bangalore** (the “PMS”). The PMC shall perform the duties and exercise the authority in accordance with the provisions of this Agreement, and substantially in accordance with the terms of reference (“**Terms of Reference**” or “**TOR**”).

### 1.2. Request for Proposals

SAI invites proposals for selection of Project Management Consultancy for undertaking the project in conformity with the TOR. The total tenure of the consultancy shall be upto the defect liability of the project or settlement of final bills whichever is later. SAI intends to select the PMC through an open competitive bidding process in accordance with the procedure set out herein.

## 2. BID SCHEDULE & DATA SHEET

The brief particulars of the Project and the Bidding Process in mentioned in the table reproduced herein below:

S.N.	Particular	Details
1.	<i>Name of the Work</i>	Request For Proposal (RFP) For Appointment Of Agency For Providing Project Management Consultancy Services For Establishment Of High Performance Centre At SAI, NSSC, Bangalore
2.	<i>Estimated cost of Project Management Services (in figures and words)</i>	Rs 75.00 Crores including GST and excluding PMC cost.
3.	<i>Estimated period for completion of services</i>	PMC shall be responsible for: Development of project within 24 months. In addition, 12 months of defect liability period post Hand Over at SAI NSSC Bangalore. Note: PMC role is envisaged for complete Project Development as representative of Authority.
4.	Date of Publication	26-05-2025
5.	Document downloading start date	26-05-2025 from 6:00 PM
6.	Last date and time of submission of queries for Pre-Bid Conference	30-05-2025 till 11:00 AM
7.	Virtual Pre-Bid conference	30-05-2025 at 03:00 PM link: <a href="https://meet.google.com/uys-gdwu-gdw">https://meet.google.com/uys-gdwu-gdw</a>
8.	Bid submission start date and time	02-06-2025 from 5:00 PM

<b>S.N.</b>	<b>Particular</b>	<b>Details</b>
9.	Bid submission end date and time	16-06-2025 till 5:00 PM
10.	Bid Validity Period	120
11.	Mode of Submission	Online submission on e-procurement portal
12.	Opening of Technical Bid date and time	17-06-2025 at 5:00 PM
13.	Opening of Financial Bids	To be Intimated later
14.	Mode of tendering	Single stage two packet (open)
15.	Consortium/Joint Venture	Not allowed
16.	RFP document Fee	NIL
17.	Bid Security	Rs. 6,75,000/-
18.	Bank Account Details of the Authority	"Secretary SAI, Union Bank of India Account No: 108510011000101, IFSC No. UBIN0810851
19.	Authority's Representative for this RFP purpose & Address of Correspondences	Deputy Director (Infra), SAI Email: <a href="mailto:infra-sai@gov.in">infra-sai@gov.in</a>
20.	Performance Security	5 % of the quoted PMC Value
21.	Submission of Performance Security	Within 14 days of issuance of Letter of Award (LOA)
22.	Signing of Agreement	Shall be notified later
23.	Provision of purchase preference policy	Latest directives of Central Government regarding purchase preference shall be applicable to the tender

### 3. INSTRUCTIONS TO BIDDERS

**3.1.** The Bidders can download this RFP from the website: <http://sportsauthorityofindia.nic.in> & CPP Portal website: <http://eprocure.gov.in/eprocure/app>. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in Clause 2 of this RFP.

**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. "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 the RFP.
- 3.2.2. "Applicable Law" means all laws, rules, regulations, and notifications in force and applicable to this RFP and the subsequent contract, including amendments and modifications made from time to time.
- 3.2.3. "Bid" (including the term 'tender', 'offer', 'quotation', or 'proposal' in certain context(s)) means an offer-to-offer services in accordance with terms and conditions set out in this RFP.
- 3.2.4. "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.

- 3.2.5. "Contract/Agreement/MoU" 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.
- 3.2.6. "Deliverables" means the measurable and verifiable outputs, reports, services, or any other obligation to be provided by the agency under the contract.
- 3.2.7. "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.
- 3.2.8. "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.
- 3.2.9. "Letter of Award" or "LOA" 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.
- 3.2.10. "Licenses & Permits" means all statutory approvals required from local, state, or national authorities, including police permissions, fire safety clearances, municipal permits, Intellectual Property Rights, venue-related compliances, copyrights compliances, etc.
- 3.2.11. "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.
- 3.2.12. "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.
- 3.2.13. "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.
- 3.2.14. "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.
- 3.2.15. "Overlays" means temporary infrastructure, facilities, branding, and equipment required for the successful execution of the event.
- 3.2.16. "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them.
- 3.2.17. "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.
- 3.2.18. "Procuring entity", "Authority" means the organisation purchasing services as incorporated in this document i.e., Sports Authority of India (SAI).
- 3.2.19. "RFP" means Request for Proposal issued by Sports Authority of India for the purpose as mentioned in this document.
- 3.2.20. "Services" means services as mentioned in this document and other such obligations of the supplier covered under the contract.
- 3.2.21. "Successful Bidder" means the bidder whose proposal has been accepted by SAI and who has been awarded the contract pursuant to this RFP.
- 3.2.22. "Terms of Reference" (TOR) means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.



**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. AMENDMENT TO BID DOCUMENTS AMENDMENT TO BID DOCUMENTS**

- 6.1. At any time prior to the deadline for submission of bid, the Purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it. Such an amendment to the bid document will be uploaded on SAI website: [www.sportauthorityofindia.nic.in](http://www.sportauthorityofindia.nic.in). Prospective bidders are advised in their own interest to regularly visit website of Sports Authority of India (SAI) for any amendment or information etc. before submitting their bids.
- 6.2. In order to afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the deadline for submission of bids.

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

- 7.1. 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 amendments, modifications, or withdrawals shall be permitted after the bid submission deadline, during the bid validity period, which commences immediately upon the expiry of the bid due date and time. Any withdrawal or unauthorized amendment of the bid during the bid validity period shall result in severe consequences, including debarment or blacklisting of the bidder. No pleas or justifications in this regard shall be entertained. After submitting the bid, a bidder may alter or modify it, provided that such alterations or modifications are received in a duly sealed and marked envelope, similar to the original bid, before the bid submission deadline.

## **8. CLARIFICATION OF BID DOCUMENTS**

- 8.1. A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with SAI in writing. SAI will respond in writing to such request provided the same is received (by SAI) not later than 18:00 Hrs on the day of the Pre-bid meeting. All enquiries should be sent to SAI through email only at ([infra-sai@gov.in](mailto:infra-sai@gov.in)). SAI shall not be responsible for ensuring that Bidder's enquiries have been received by them. SAI will endeavour to provide a complete, accurate, and timely response to all questions to all Bidders. However, SAI makes no representation or warranty as to the completeness or accuracy of any response, nor does SAI undertake to answer all the queries that have been posed by the Bidders. All responses given by SAI will be distributed/mailed to all the Bidders or posted on the online portal/website. All Bidders should regularly visit the portal for any updates/corrigendum.
- 8.2. SAI shall conduct a Pre-Bid Conference in accordance with the schedule specified in the Bid Schedule. Attendance at the Pre-Bid Conference is at the sole expense of the Bidder or its authorized representatives. The objective of the conference is to furnish Bidders with pertinent information about the RFP, address their inquiries, and discuss potential solutions. During the Pre-Bid Conference, SAI will afford each Bidder the opportunity to seek clarifications on any aspect of the RFP. The link for the virtual conference will be provided to the Bidders one hour before the scheduled start time.
- 8.3. Any clarification issued by SAI in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

## **9. ELIGIBILITY CRITERIA**

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

## **10. RFP PROCESS**

- 10.1. 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 PMC (after evaluation of eligible bidders), subject to the terms of this RFP, Tender Documents and the Service Agreement.
- 10.2. This RFP is no more than a request for proposal, and it does not and is not intended to constitute a contract or a grant of any rights or licenses, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any

contractual relationship shall be conditional upon acceptance by SAI of the Bidder's Bid and the execution of the Service Agreement by both SAI and the Bidder/Service Provider.

- 10.3. 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.
- 10.4. Memorandum of Understanding (MOU): The MOU between PMC and SAI will be executed as per the Annexure 'XIII' to this RFP.
- 10.5. The term of association shall be for twenty-four (24) months from the date of execution of MoU followed by 12 months of Defect liability period,(excluding the interim period between submission of DPR to award of work) or until completion of all contractual obligations as per RFP whichever is later. SAI reserves the right to renew/extend the contract in writing for a further period at the same price.

## **11. BID VALIDITY**

- 11.1. The Bid shall remain valid for acceptance for a period of 120 days (One Twenty days) days after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same.
- 11.2. 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.
- 11.3. 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.

## **12. BID PRICES**

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

## **10. EARNEST MONEY DEPOSIT/BID SECURITY**

- 10.1. The bidder shall furnish Bid Security for an amount as shown in the bid document. The Bid Security is required to protect the Procuring entity against any non-compliance, misconduct, or withdrawal by the bidder. Failure to submit the Bid Security in the prescribed manner and within the stipulated timeline shall result in outright rejection of the bid, without any further consideration.
- 10.2. 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.

**10.3.** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid.

**10.4.** The Bid Security shall be furnished in one of the following forms:

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

In case, submission of Bid Security in the form of a) to d) and f), following shall be ensured:

- i. A scanned copy of the document shall be uploaded on e-Procurement Portal while applying to the tender.
  - ii. The original document should be delivered to the official nominated as indicated in the tender document before closing date and time for submission of bids.
  - iii. Non submission of scanned copy of bid security document with the bid on e-tendering portal and/or non-submission of original bid security document within the specified period shall lead to summary rejection of bid. Further. No request on account of postal delay shall be entertained
- 10.5.** The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee (including e-PBG) shall be drawn on any Commercial Bank in India, in favour of the "Secretary, Sports Authority of India", payable at "New Delhi". In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under Annexure V of the Bid Document.
- 10.6.** The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid.
- 10.7.** Earnest Money is required to protect the Procuring entity 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 Procuring entity. The successful bidder's earnest money will be forfeited without prejudice to other rights of Procuring entity if it fails to furnish the required performance security within the specified period.
- 10.8.** Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Procuring entity. 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.
- 10.9.** The EMD serves as a safeguard for the Procuring entity against any misconduct or non-compliance by the bidder. The Bid Security shall be forfeited without any further notice if the bidder withdraws, amends, revises, or modifies its bid in any manner within the bid validity period. It shall also be forfeited if the bidder submits false, misleading, forged, or incorrect information or documents, whether deliberately or due to negligence.

Additionally, if the successful bidder fails to furnish the required Performance Security within the specified period or engages in fraudulent practices, misrepresentation, or attempts to unduly influence the bidding process at any stage, the Bid Security will be forfeited. Moreover, non-compliance with any conditions outlined in the tender document, as determined by SAI, shall also result in forfeiture of the EMD.

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

**10.11.** Bid Security of Selected Bidder, if any, shall be returned after submission of Performance Security as per the provision of this RFP and LOA.

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

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

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

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

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

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

### **11.5. Amendments to Bidding Documents:**

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

## **12. SUBMISSION OF BIDS**

- 12.1.** Bids to be submitted online as per instructions in Annexure IV of the RFP.
- 12.2.** SAI will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.
- 12.3.** In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time on the next working day.
- 12.4.** Bidders must carefully read and understand all terms and conditions before submitting a bid. Submission of a bid shall be deemed as acceptance of all terms and conditions mentioned in the bid document.
- 12.5.** Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Bidders acknowledgement letter of bid submission at CPPP website: <http://eprocure.gov.in/eprocure/app>.
- 12.6.** The Technical Bid is to be opened at the prescribed time and date as indicated in RFP Bid schedule. During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).
- 12.7.** Financial bids of the technically qualified Bidders shall be opened online at the date, time and as intimated later on CPPP e-procurement website <https://eprocure.gov.in/eprocure/app> 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.
- 12.8.** Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid schedule mentioned in Clause 2 of the RFP shall not be considered.
- 12.9.** The Bidders are required to upload the documents as per Documents to be submitted in Clause 05 & Annexure II of this RFP.
- 12.10.** Bidders shall submit 'Online Bid' only in PDF/Scanned copy. Hard Copy of Bid documents will not be accepted.
- 12.11.** The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
- 12.12.** Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 12.13.** Each page of the bid document submitted by bidder shall be signed sealed by the bidder or its authorized signatory.

- 12.14.** Incomplete or non-compliant bids may be summarily rejected. Bids containing false information or fraudulent documents will be disqualified.
- 12.15.** The tendering authority reserves the right to accept or reject any or all bids without assigning any reason.

### **13. SCRUTINY OF BIDS**

The Procuring entity/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. Procuring entity will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.

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

- i. Incomplete bids / conditional bid 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. Inclusion of Financial/Price Bid details in a technical Bid, or technical Bids that reveal quotations, in any form; and
- iv. Non-fulfilment of the eligibility criteria or minimum required score in evaluation criteria set out in this RFP, by the Bidder.
- v. Any Bid that does not comply with the conditions laid down by SAI.
- vi. Bids which do not confirm unconditional validity of the bid for 180 days from date of opening of Bid.
- vii. Any other reasons deemed fit by SAI.

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

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

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

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

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

If during the preliminary examination, the Procuring entity finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the Procuring entity may reject or may convey its observation on such 'minor' issues to the bidder by registered / speed post etc. asking the bidder to response by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

### 13.5. Discrepancies in Prices

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

### 14. EVALUATION CRITERIA

- 14.1. The Bids will be evaluated based on the Quality Cum Cost Based Selection (QCBS) method and the evaluation/eligibility criteria as mentioned in Annexure III- Eligibility & Evaluation Criteria.
- 14.2. A Bidder must get a minimum of 70 marks (out of 100 marks) in the Technical Evaluation to proceed to opening of Financial/Price bid. The price bids of bidders scoring the minimum required marks of 70 in the Technical Evaluation Criteria will only be opened.
- 14.3. Overall weightage of 30% for Financial Bid and 70% weightage for Technical Bid shall be considered while calculating final score.
- 14.4. The Bid of the Bidder who gets the highest marks shall get the maximum weightage in Technical Evaluation, i.e., 100 marks and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.
- 14.5. The Bid of the Bidder who submits the lowest Financial/Price bid shall get the maximum weightage (100 marks) and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.
- 14.6. The Bid of the Bidder, who obtains the highest total score (Ts) across the technical bid and the Financial/Price bid, will be rated as the 'Best Bid' and will be declared as the successful Bidder. Ts will be calculated as defined below:

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

Where,

- Sf: Evaluated/Quoted Bid Price
- $Sf_{low}$ : 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

- 14.7. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1 and will be rated as the 'Best Bid'.



- 14.8.** Supporting documents for bid evaluation may also be verified during presentation. The bidders are advised to make their presentation strictly according to the evaluation criteria based on the credentials submitted above.
- 14.9.** However, in case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, SAI may waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI.
- 14.10.** Bidders [Manufacturers/ Service Providers] identifying as MSME and or start-up firms are exempted from fulfilling the Eligibility criteria related EMD only. Also, purchase preference as defined under Micro, Small and Medium Enterprises Development (MSMED) Act 2006 and DPIIT order dated 16.09.2020 will be extended to eligible bidders. Bidders claiming any exemption/preference should submit valid documentary proof along with the bid. **However, no relaxation will be provided in remaining criteria of Clause 1 and Clause 2 Evaluation Criteria Annexure II.**

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

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

## **16. PERFORMANCE SECURITY**

- 16.1.** In order to ensure the due performance of the awarded contract, the Successful Bidder shall, within 14 (fourteen) days of receiving the Letter of Award (LoA) and before signing of the Service Agreement with SAI, furnish an irrevocable bank guarantee for an amount of **5%** of the total accepted value of the contract ("Performance Security") failing which an amount of 0.1% of the Performance Security amount per day of delay shall be levied as a penalty. The penalty shall not exceed further 21 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.
- 16.2.** The Performance Security shall be submitted in the form of an unconditional Bank Guarantee (including e-bank guarantee) or other valid formats like Fixed Deposit/Demand

Draft/ NEFT Transfer shall be drawn from any Commercial Bank drawn in the favour of below account details, payable at New Delhi and is to be deposited in the office at Sports Authority of India (SAI) Gate No 10, JN Stadium New Delhi 110003 and/or intimated to the office through mail.

Secretary SAI  
Union Bank of India  
Account No: 108510011000101,  
IFSC No. UBIN0810851

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

- 16.3.** The Performance Security shall remain valid for a period of 120 (One Hundred and Twenty) days beyond the expiry of all contractual obligations, including any warranty/guarantee/maintenance obligations, if applicable. In the event that the Performance Security is invoked, the Service Provider shall replenish the full amount within 07 (Seven) days of invocation, failing which SAI reserves the right to take further legal and financial action, including termination of the contract. The Performance Security may require revalidation from time to time, as directed by SAI.
- 16.4.** All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Service Provider. No interest will be payable on the Performance Security by SAI.
- 16.5.** In the event of any failure/any breach or violation on the part of the Service Provider, which is not cured within reasonable time from receiving a written notice of such failure from SAI shall have the right to invoke the Performance Security, terminate the contract without any further notice, recover damages, blacklist the Service Provider, and pursue any other remedies available under law.
- 16.6.** The bid of the bidder shall stand expired only when the successful bidder has furnished the required performance security and signed the agreement.
- 16.7.** The successful bidder shall be deemed to have complied with all bid conditions only upon furnishing the required Performance Security and signing the Agreement with SAI. Failure to do so shall render the bid null and void, and SAI reserves the right to award the contract to the next eligible bidder without any liability towards the initially selected bidder.

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

- 17.1.** SAI intends to implement the project in single phase. The tentative scope of work is mentioned in Annexure I. The, exact timeline will be discussed and finalized during contract signing.
- 17.2.** The term of association shall be for 24 months from the date of execution of MoU followed by 12 months of Defect liability period, (excluding the interim period between submission of DPR and implementation of project) or until completion of all contractual obligations as per RFP whichever is later. SAI reserves the right to renew/extend the contract in writing for further period at the same price (monthly rates for implementation support finalised in the tender). The resources with proper qualifications as required by SAI should be deployed within 30 days from the date of notification of award. If extension is needed in deployment of an employee, it should be properly informed to SAI authorities in advance.

## 18. MANPOWER REQUIREMENT

- 18.1. Bidder shall provide required number of skilled personnel each responsible for a specific role within the system as defined in Annexure I, Bidder must provide clear definition of the role and responsibility of each individual personnel as part of its proposal.
- 18.2. Bidder shall have a defined hierarchy and reporting structure for various teams that shall be part of the project.
- 18.3. The Annexure I lists the minimum number and credentials of the key resources required for the successful implementation of the project. However, the Bidder shall account for any additional resources to be positioned for successful and timely completion of the project.
- 18.4. SAI reserves the right to interview all the proposed resources before accepting deployment in the project.
- 18.5. Bidder shall use commercially reasonable efforts to ensure it retains the services of its Key resources, including provisioning of competitive compensation, benefits and other conditions to its Resources to incentivize them to remain in Bidder's employment.
- 18.6. Bidder shall not make any changes to the composition of the Key resources and not require or request any member of the Key resource to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from SAI that would have the same effect):
- Unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
  - Without SAI's prior written consent.
- 18.7. In case the resource has resigned then the bidder must inform within one week of such resignation.
- 18.8. Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key resource is not vacant for any longer than 10 days, subject to reasonable extensions requested by Bidder to SAI.
- 18.9. Before assigning any replacement member of the Key Resources to the provision of the Services, Bidder shall provide SAI with:
- Curriculum vitae and any other information about the candidate that is reasonably requested by SAI; and
  - An opportunity to interview the candidate.
- 18.10. The bidder must provide replacement resource who score at least the same marks as the resource proposed originally on the same evaluation parameters defined in this Term of Reference document.
- 18.11. If SAI objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative resource.
- 18.12. The bidder must ensure at least 4 weeks overlap period for knowledge transfer in such replacements.
- 18.13. During the implementation of the project, there will be a fortnightly review /regarding the progress of the project during which all the resources should be present.
- 18.14. The bidder will be responsible to provide resources with laptops enabled with required tools related to work and development environment for completing this engagement.
- 18.15. The Bidder will immediately provide for replacement of resources in the event if SAI is not satisfied with the resource.

## 19. TERMS OF PAYMENT

- 19.1. All payments shall be in Indian Rupees (INR) only. The payment terms will be as follows:
- a. 15% of the contract value shall be paid for completion of Pre-award activities like assist in preparation of tender documents, pre-bid meetings, evaluation of tenders' placement of letter of award to executing agency as per milestones below:

S. No.	Description	Payment
1	Submission of Draft DPR and Cost estimation	2.5% of the Contract Value

2	Finalisation of DPR and Cost Estimation	2.5% of the Contract Value
3	Submission of Draft Tender Document	2.5% of the Contract Value
4	Upon Floating of tender on e-procurement portal	2.5% of the contract Value
5	Submission of Bid Evaluation Report (Technical, Financial and/or negotiation)	2.5% of the Contract Value
6	Upon successful issuance of Award letter to contractor for EPC contract	2.5% of the Contract Value

Note: In case of retendering for EPC contracts, no additional payment shall be made, i.e., payment will be made for a particular project/milestone only once.

- b. 70% of the consultancy Fee shall be paid in two components:
  - i. Fixed monthly payment of 35% of the total consultancy fee shall be released on monthly basis, from the date of start of work by EPC Contractor till the completion of project. Note: No additional payment shall be made to the PMC in case the period of completion for EPC contract gets extended
  - ii. Balance 35% of the total consultancy fee shall be released on prorata basis linked with milestone achievements of the projects.
- c. 5% of the consultancy fee shall be released on successful handing over of the projects.
- d. Balance 10% of the total consultancy fee shall be released on prorata monthly basis during the defect liability period.

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

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

**19.4.** Payment for the work executed beyond stipulated period of completion and if such delay is attributable to PMC will attract penalty as per clause 21.

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

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

**19.7.** Service Provider has to take all overhead costs into consideration while submitting the bid.

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

**20.1.** All information / details submitted to SAI shall be supported by documentary proof duly certified by the authorised signatory of the Bidder. Any false, misleading, or incomplete information submitted by the Bidder shall render the Bid liable for rejection, and SAI shall have the right to blacklist and debar the Bidder from future participation in SAI tenders for a period of two (02) years, without prejudice to any other remedies available under law.

- 20.2.** Save as expressly authorized by SAI in writing, the Service Provider shall not, without the prior express approval of SAI, directly or indirectly 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.
- 20.3.** The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by SAI, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against SAI and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by SAI. 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.
- 20.4.** The Bidder must strictly comply with all terms and conditions herein. SAI reserves the right to call upon any or all the Bidders to satisfy SAI regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, SAI may call upon any or all the Bidders to make a presentation to SAI in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or otherwise neglects to make such presentation to SAI shall not be considered for any further evaluation and shall stand immediately disqualified. Failure of any Bidder to comply with such requests or to provide the necessary documents or presentations shall result in immediate disqualification without any further consideration.
- 20.5.** SAI is under no obligation to declare the Bidder quoting the lowest Fees as the successful Bidder. The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract as defined in Clause 14 of this document.
- 20.6.** The Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of SAI, such offices and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of work. Any failure to meet the required service quality standards or operational timelines shall entitle SAI to levy penalties, withhold payments, and/or terminate the contract.
- 20.7.** Privileges: The following privileges shall be extended to the Service Provider:
- a. Performance certificate to be issued by SAI to the Service Provider upon the satisfactory discharge of its services in respect of each Phase of the project.
  - b. Successful completion certificate to be issued by SAI after completion of contract to the satisfaction of SAI.
- 20.8.** Governing Law and Jurisdiction: The RFP and the relationship between the Bidder and SAI shall be interpreted in accordance with the laws of India. The Courts of Delhi shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and SAI.
- 20.9.** It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. SAI shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on any

account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/ bought over by another company, except with the prior written approval and terms and conditions of SAI and subject to the condition that all the obligations and execution responsibilities under the agreement with SAI, should be passed on for compliance by the new company in the negotiation for their transfer. Any such change should be brought to the notice of SAI within 30 days of such change. In case of non-compliance, the award/ bid process shall be terminated with immediate effect. SAI may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach of contract, has misrepresented or becomes bankrupt or otherwise insolvent, and/or SAI is not satisfied with the work of the Bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SAI. However, in the event SAI, wishes to terminate for convenience, it shall serve a notice period of 30 days to the Bidder, without any cost and/or liability.

- 20.10.** The bidder must monitor and deploy sufficient skilled manpower as defined in Manpower Requirement to complete the deliverables as per timelines mentioned in Scope of Work. However, the manpower as deployed by the Bidder, shall remain in the employment of the Bidder for all purposes and there shall be no employer-employee relationship between SAI and personal employed by the Bidder. The relationship between SAI and the Bidder shall be on principal basis only.
- 20.11.** The bidder has to ensure proper deployment of resources at site during all phases and the deployment plan should be approved by the Procuring entity in advance.
- 20.12.** It will be responsibility of the bidder to ensure and verify the educational qualifications and experience of the resources deployed in the project.
- 20.13.** The relationship between SAI and the Bidder shall be purely on a principal-to-principal basis. Nothing contained herein shall be construed to create any partnership, joint venture, agency, employment, or fiduciary relationship between the parties.
- 20.14.** 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
- 20.15.** 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.
- 20.16.** The bidder is required ensure the availability of Manpower as mentioned in Annexure I of this RFP and any unauthorised absence of resources for a period of more than 1 week after requirement will attract penalties as detailed below:
- **For Team Leader:** An amount of Rs. 10,000 per day for any unauthorised absence.
  - **For Sr. Engineer/Engineer:** An amount of Rs. 2,000 per day for any unauthorised absence

## **21. PENALTY AND DELAYS**

- 21.1.** In case the Service Provider fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, SAI reserves the right to impose the penalty as detailed below: -
- 21.1.1. Imposition of Liquidated damages (L.D.) @ 0.5% of the Agreement Value per week, subject to maximum of 10% of the Agreement Value. This is in addition to forfeiture of Performance Security
  - 21.1.2. Non-submission of final report by due date (unless the same is due to Authority's administrative delays) may also attract levy of L.D.
  - 21.1.3. Termination of the contract, in terms of Clause 26 below.
- 21.2.** Any delay/ non-performance arising out of / caused by reasons not attributable to and not under control of the PMC, shall not attract the sanctions mentioned in Clause 21.1 above. If at any time during performance of the Contract, the PMC encounters such conditions impeding timely completion of the work under the Contract and performance of services, it shall immediately notify Authority in writing of the fact of the delay, its likely duration and its causes. As soon as practicable, after receipt of the PMC's notice, Authority shall evaluate the situation and may at its discretion (which shall not be unjust/unreasonable) extend the PMC's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

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

- 22.1.** Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services / supplies to SAI, shall invite all or any actions / sanctions, as the case maybe. The decision of SAI arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to put pressure of any kind, may disqualify the bidder for the present RFP and the bidder may also be liable to be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 22.2.** SAI reserves the right to modify and amend any of the stipulated condition/criterion given in this RFP, depending upon project priorities vis-à-vis urgent commitments.
- 22.3.** SAI also reserves the right to accept/reject a bid, to cancel/abort RFP process and/or reject all bids at any time prior to award of work without thereby incurring any liability to the affected agencies on the grounds of such action taken by SAI.
- 22.4.** SAI may not award the work to the successful bidder at its own discretion without assigning any reason thereof.
- 22.5.** Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 22.6.** The decision of SAI arrived during the various stages of the evaluation of the bids is final & binding on all bidders. Any representation towards these shall not be entertained by SAI. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.
- 22.7.** In case the bidder is found in-breach of any condition(s) of RFP at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- 22.8.** Any attempt by bidder to bring pressure towards SAI's decision making process, such Bidder shall be disqualified for participation in the present RFP and those Bidders may be liable to be debarred from bidding for SAI tenders in future for a period of three years.

- 22.9.** Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on SAI.
- 22.10.** Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained. SAI will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.
- 22.11.** Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document, shall be short-listed for further evaluation.
- 22.12.** It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to barring of the bidder from all Sports Authority of India tenders/RFPs for a period of 3 (three) years.
- 22.13.** Bidders are requested to share information which is true and based some tangible proofs.

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

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

### **24. REPRESENTATIONS AND WARRANTIES**

- 24.1.** 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.



- 24.2.** 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.
- 24.3.** The Bidder represents that all the information provided are truthful information without concealment of any facts. In case, at any stage, it is found that any information given by the Bidder is false / incorrect / concealed, then SAI shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work and/or blacklisting etc. Without incurring any liability to the affected bidder(s) on the ground of SAI/SAI/MYAS's action.
- 24.4.** The Bidder represents that no effort has been used by the Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing. Such an effort shall result in non-consideration / rejection of its Bid.

## **25. INDEMNIFICATIONSAND LIABILITIES**

- 25.1.** The bidder shall fully indemnify, hold harmless and defend MYA&S,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.
- 25.2.** SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI action.
- 25.3.** 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.
- 25.4.** The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. For any infringement of Intellectual Property Rights (IPR) while providing its services under the Project.
- 25.5.** 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.
- 25.6.** 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.
- 25.7.** All claims regarding indemnity shall survive the termination or expiry of the Contract

## **26. Termination**

**26.1.** Without prejudice to the succeeding provision of this clause, the Agreement shall stand terminated after the PMC has rendered all the services to the satisfaction of the Authority and the same are accepted by Authority.

**26.2.** The Authority may, by giving notice in writing, immediately terminate this Agreement if the PMC or any of the PMC's personnel:

26.2.1. Breaches any of the terms of this Agreement which, in case of a breach capable of being remedied, is not remedied by the PMC within ten days of receipt of a notice from Authority specifying the breach and requiring its remedy.

26.2.2. Having remedied the breach referred to in sub-paragraph 26.2.1 further breaches the terms of the Agreement on two or more occasions.

26.2.3. Is incompetent, guilty of gross misconduct or any serious or persistent negligence or serious or persistent default in the provision of the Services, including (but not limited to) the disclosure to any person not authorized by Authority of any Confidential Information.

26.2.4. commits any offence under the Prevention of Corruption Act 1988.

26.2.5. Fails or refuses to provide the Services required pursuant to the provision of this Agreement after written warning.

26.2.6. Is guilty of delay in commencement of services or delay in performance of its contractual obligations.

**26.3.** Authority may also terminate this Agreement in terms of Clause 27.

**26.4.** If in the opinion of the Authority, PMC becomes or is in jeopardy of becoming insolvent or bankrupt, or has a receiving order made against it, or compounds with its creditors, or any of them Authority shall be entitled to terminate this Agreement by notice to the PMC. The PMC shall immediately notify Authority should it be in jeopardy of becoming insolvent, bankrupt or has a receiving order made against it or enters into a composition with its creditors or any third party.

**26.5.** Any act on the part of the parties after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension or revival of validity of this Agreement. In the event of early termination of this Agreement for any reason, the liability of the Parties shall be restricted to the amounts that have become payable to the Parties till the date of termination of the Agreement.

**26.6.** Authority also reserves the right to short close the Agreement any time. No compensation shall be payable beyond the services payable as per Payment Schedule.

**26.7.** By the PMC

26.7.1. The PMC may, by not less than 60 (sixty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this clause, terminate this Agreement if:

- a) the Authority fails to pay any money due to the PMC pursuant to this Agreement and not subject to dispute within 180 (one hundred eighty) days after receiving written notice from the PMC that such payment is overdue; or
- b) as the result of Force Majeure, the PMC is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days;

Note: In case the PMC terminates the agreement by giving 60 day's notice, SAI will be free to encash the Performance Guarantee except in case of Force Majeure.

## 27. FORCE MAJEURE

- 27.1.** 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.
- 27.2.** 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.
- 27.3.** 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.
- 27.4.** During the period of the Successful Bidder’s inability to perform the obligations under the Agreement as a result of an event of Force Majeure and timely intimation by the Bidder, SAI shall assess the situation and then decide the application of Force Majeure. Once the duration is defined under the Force Majeure category/ situation no payments are expected to be made by the Bidder
- 27.5.** 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.
- 27.6.** During the period of their inability to perform the obligations under the Agreement as a result of an event of Force Majeure and timely intimation by the Bidder, SAI shall assess the situation and then decide the application of Force Majeure. Once the duration is defined under the Force Majeure category/ situation no payments are expected to be made by the Bidder.

## 28. DISPUTE SETTLEMENT MECHANISM

- 28.1.** Any dispute, difference or controversy of whatsoever nature, arising out of or in relation to this RFP (including its interpretation) between the Bidder and SAI, and so notified through notice in writing addressed by either party to the other party, shall, in the first instance, be attempted to be resolved amicably in accordance with the mediation procedure set forth in Clause 28.2.
- 28.2. Mediation:** If any claim, disputes or differences of any kind whatsoever shall arise between the Successful Bidders and SAI hereto in connection with or arising out of this RFP including interpretation of its terms, the Successful Bidders and SAI hereto shall in good faith negotiate with a view to arrive at an amicable resolution and settlement in compliance with Mediation Act, 2023. However, if the disputes are not resolved by the discussions within a period of fifteen (15) days from the date of receiving of notice by the other party, then the same shall be settled by binding arbitration.
- 28.3. 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.

**28.4.** 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.

**28.5.** 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.

**28.6.** 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.

**28.7.** 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.

**28.8.** 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.

## **29. APPLICABLE LAW**

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

## **30. RESERVED RIGHTS**

**30.1.** 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.

**30.2.** 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;

**30.3.** 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.

**30.4.** 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.

**30.5.** 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 [infra-sai@gov.in](mailto:infra-sai@gov.in). No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFP.

### **31. CORRUPT OR FRAUDULENT PRACTICES**

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

- i. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- ii. Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.
- iii. For the purpose of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:
  - a) “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;
  - b) “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;
  - c) “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;
  - d) “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;
  - e) “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.

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

## **32. CONFIDENTIALITY**

- 32.1.** 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.
- 32.2.** The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of SAI. The Bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the Bidder and SAI. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of SAI or its successors or assignees, including work product prepared at SAI's expense, for other clients of the Bidder without the prior written approval of SAI. The Bidder is not authorized to identify SAI as a client for the purposes of marketing or for advertising, without the prior written approval of SAI. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on behalf of SAI or any copies thereof to SAI. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship with SAI without the prior written approval of SAI.
- 32.3.** 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.

## **33. CONFLICT OF INTEREST**

- 33.1.** 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

## **34. TRANSFER AND SUB-LETTING:**

- 34.1.** 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.

## **35. NEGLIGENCE**

- 35.1.** If the firm neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable order given in writing by the SAI in connection with Work order or shall contravene the provisions of the Work order, SAI may give 21 days' notice, in writing, to the firm to make good the failure, neglect or contravention complained of and should the firm fail to comply with the notice within reasonable time from the date of service thereof, in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonably necessary for making it good, then and in such cases, SAI shall be at liberty to take the Contract wholly or partly out of the hands of the bidder and reconstruct at reasonable price with any other person or persons. In such an event it shall be lawful for SAI to retain any such balance which may otherwise be due by him to the firm on any account including the security money and apply the same towards the execution of the whole or balance of the works so re-

contracted, as aforesaid. If no such balance is due by SAI to the firm or if due, is not sufficient to cover the amount thus recoverable from the firm, it shall be lawful for SAI to recover the whole or balance of the amount from the firm by action of law.

### **36. CODE OF INTEGRITY**

SAI, bidders, suppliers, contractors and consultants should observe the highest standard of Integrity and not indulge in prohibited practices or other misdemeanours at any stage during the tender process or during the execution of contracts.

### **37. LIMITATION OF LIABILITY**

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the SAI towards successful Bidder whether under the agreement, RFP, in tort or otherwise, shall not exceed the total contract price.

### **38. RIGHTS OF SAI TO RECOVER DAMAGES**

SAI shall be entitled to recover damages for the short fall in performance and liquidated damages as detailed in this RFP. This clause does not limit SAI from imposing more than one damages under the contract and as such damages shall be applied concurrently. SAI shall also be entitled to recover "Risk and Cost" procurement from successful bidder in addition to the damages for default.

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

### **1. Scope of Services:**

The scope of work on part of the PMC shall include planning, design, execution and monitoring of civil infrastructure work (as per list attached) assigned by SAI. This shall include but not limited to the following:

#### **A. Pre-construction PMC services**

- a. Establish office set up at SAI, NSSC Bangalore Campus in the basic office space provided by SAI.
- b. Posting of authorised personnel (Including 2 Senior Architect) on the project work as per schedule.
- c. Design development as per stages of the agreement including Design Verifications, value Engineering & finalization of all drawings.
- d. Vetting of Drawings by IIT/NITs
- e. Coordination for statutory approvals
- f. Coordination for Preparation of BOQ, finalization of BOQ and Tender Document for execution of construction work
- g. Preparation of RFP for selection of the contractors
- h. Supervising CMS team in checking and recommending bills of Architect/consultants and contractor's RA and final bills.
- i. Service of the PMC should be for overall assistance of Infra Division in overall planning and coordination that may include outside the specific projects assigned to them.

#### **B. Construction Management and Supervision (CMS) during construction**

- a. Posting of dedicated manpower for project Construction Management and Supervision (CMS) service after the issue of work order to the construction contractor as per the schedule finalized by SAI.
- b. Maintaining all site records, as per CPWD formats/CVC/CTE Guide lines
- c. Checking and endorsing the measurements and recommendation to SAI for payment. The bills are to be in the format of CPWD.
- d. Quality assurance needs to be assured as per the specification set in the work contract.
- e. The phased completion program submitted by Construction agency as per time schedule and as per tender condition is to be vetted and the same needs to be monitored at site by conducting weekly/fortnightly/monthly meetings and preparation of minutes of meeting, bringing any deficiencies in progress, quality to the notice of SAI and taking suitable action for the same.
- f. Checking and recommending bills of contract.

#### **C. Post Construction PMC services**



- a. Assisting SAI officials in Interaction with Chief Vigilance Officer (CVO), Chief Technical Examiner (CTE) or any other officers of Central Vigilance Commission (CVC), and other statutory authorities like Municipal Corporation and/or other departments regarding the execution of works as and when required.
- b. Assisting SAI with all documentation in case of Arbitration and legal matters relating to the execution of work
- c. Inspection and certification that the work is done as per specifications, Drawings, BoQ and specified material by IIT/NITs.
- d. Satisfactory handing over of completed infrastructure to SAI with proper inventory, guarantees and warranties received from Construction agency and getting the defects rectified by Construction agency.
- e. Finalizing the bills of contractor for the completed works.
- f. Co-ordination with contractor and SAI during defect liability period.
- g. Co-ordination with the architectural firm for obtaining final statutory approvals & occupancy certificate etc.

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

2.1. Roles and responsibilities of resources is presented below:

2.2.

S No	Type of Resource & minimum required deployment	Qualification, Experience and Roles & Responsibilities
1	<b>Team Lead cum Project Manager – 1no.</b>	<i>Holding B. Tech in Civil Engg. with minimum of 10 years experience</i>
2	<i>Sr. Engineer (Civil) – at least 1 no.</i>	<i>B. Tech in Civil Engg. with minimum of 08 years experience</i>
3	<i>Engineer (Civil) – at least 1 no.</i>	<i>Graduate Degree/diploma holders in Civil Engineering with minimum of 05 years' experience in construction industry and well versed in construction supervision, quality control, MIS, safety, reporting and other allied construction works</i>
4	<i>Engineer (MEP) – at least 1 no. as per domain requirement</i>	<i>One Graduate Degree in Electrical or Mechanical Engineering with minimum of 05 years experience and 01 Diploma holder with 05 years of experience in construction industry and well versed in construction supervision, quality control, MIS, safety, reporting and other allied construction works</i>
5	<i>Engineer (Civil) – at least 1 no. for DLP</i>	<i>Graduate Degree/Diploma in Civil Engineering with minimum of 05 years' experience in construction industry and well versed in construction supervision, quality control, MIS, safety, reporting and other allied construction works</i>
6	<i>Engineer MEP – at least 1 no. for DLP as per domain requirement</i>	<i>Graduate Degree/Diploma in Electrical or Mechanical Engineering with minimum of 05 years' experience in construction industry and well versed in construction supervision, quality control, MIS, safety, reporting and other allied construction works</i>

Following Officers/Resources are to be deputed at Site or at SAI, Head office, New Delhi for coordinating and monitoring of the work

S No	Type of Resource & minimum required deployment	Qualification, Experience and Roles & Responsibilities
1	Architect – at least 1 no.	Bachelors in Architecture (B. Arch) or Masters in Architecture with minimum of 08 years' experience preferably in Sport Infrastructure works
2	Engineer (Civil) – at least 1 no.	Graduate Degree/diploma holders in Civil Engineering with minimum of 05 years' experience in construction industry and well versed in construction supervision, quality control, MIS, safety, reporting and other allied construction works
3	Engineer (MEP) – at least 1 no. as per domain requirement	One Graduate Degree in Electrical or Mechanical Engineering with minimum of 05 years' experience and 01 Diploma holder with 05 years of experience in construction industry and well versed in construction supervision, quality control, MIS, safety, reporting and other allied construction works

- Team Leader should have **Overall Experience of 10 years; and should hold B.Tech Civil Engg.**
- All resources are required to be available for all online meetings with the Procuring entity, during deployment period. Deployment of Team Lead and members must be onsite as per project requirement. Team Lead and members are to be completely assigned/ deployed for the project.
- Presence of Team Leader cum Project Manager on site is requested at least once in every month during planning, execution and once in two month during defect liability period of the project. Similarly, Engineer (Civil and MEP) should present on site once in every month during defect Liability Period. Rests of the terms are same.
- Custom duty Exemption certificate (CDEC): CDEC will be issued by the Competent Authority of SAI for the quantity of the items that are requested to be imported for this project.

## ANNEXURE 'II' | DOCUMENTS TO BE SUBMITTED

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

Sl. No.	Criteria	Document to be submitted online
1	<b>EMD for an Amount of Rs. 6,75,000/-</b>	Scanned copy of proof of submission of EMD/ Bank Guarantee as per <u>Annexure V</u> .
2	<b>Bid Submission Form</b>	Scanned copy of Signed and Stamped Bid Submission Form as per <u>Annexure IV</u> .
3.	<b>Pre-Qualification Documents</b>	<b>As Mentioned in Clause 1 of <u>Annexure III</u>.</b>
a	<b>Legal Entity</b>	1. Copy of <b>Certificate of Incorporation, Memorandum of Agreement</b> etc. 2. Copy of Registration Certificates with the GST & IT (PAN) Authorities.
b	<b>Consulting Experience</b>	Work order or contract establishing existence and expertise in consulting business for more than 10 years.
c	<b>Turnover</b>	Certificate by their Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per <u>Annexure VIII</u> .
d	<b>Relevant Experience</b>	<u>Annexure VII</u> along with <b>1.Work Order AND</b> <b>2.Completion Certificates OR</b> payment proof from client /certification from a Chartered Accountant certifying the claim required for each consultancy project
e	<b>Fit and Proper Person</b>	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory, as per conditions mentioned in Annexure III.
f	<b>Declaration in respect to GFR Rule 144 xi</b>	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory
g	<b>Declaration in respect to local content.(As per 3 (b) of DPIIT order dated 16.09.2020).</b>	<b>Self-certificate and/or Letter of Undertaking</b> to this effect on Bidder's letter head signed by Bidder' authorized signatory
h	<b>Quality of Manpower for the Project</b>	<ul style="list-style-type: none"> <li>CV of Team Leader and Team members as per format at <u>Annexure IX</u>.</li> <li>In-house Graduate and regular Engineer details i.e. no. of Civil, Electrical and Mechanical Engineers</li> </ul> <p>The Bid documents should include the complete man-month deployment of all resources along with requisite justification as per <u>Annexure IX B</u></p>
5.	<b>Authorized Signatory</b>	Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents. OR

Sl. No.	Criteria	Document to be submitted online
		Signed and scanned copy of Board resolution in favour of Authorized signatory of the bidder. (Sample Attached at <u>Annexure VI</u> )
6.	<b>Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments</b>	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.

**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.

**The documents submitted must be strictly in the formats as given in this RFP. Any Changes in the formats may lead to rejection of the bid.**

## ANNEXURE 'III' | ELIGIBILITY & EVALUATION CRITERIA

### 1. ELIGIBILITY CRITERIA

S.No.	Criteria	Documents Required
1	<b>Legal Entity:</b>	
a	Bidder should have a legal status, whether it will be a registered Proprietorship Firm/Partnership Firm/Company under Companies Act having legal entity having all statutory licenses/registration for carrying out such activity as well has had registration for income tax for last 10 years on the date of bid submission. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status	Copy of Incorporation Certificate, Partnership Deed etc. + Copy of Registration Certificates with the GST & IT (PAN) Authorities
2	<b>Technical Experience</b>	
	<p>Experience in executing PMC works in Govt. Organization / PSU/ Govt. funded Educational Institute's/Autonomous bodies of project during the past 7 years ending on the bid submission date:            One project costing Rs. 60 Crores            Or            Two project costing Rs.37.5 Crores            Or            Three project costing Rs.30 Crores</p> <p>“Similar work” shall mean Design &amp; Engineering Consultancy (DEC)/EPC/Engineering &amp; Project Management Consultancy (EPMC)/Project Management Consultancy (PMC) for Institutional Campus/ Educational Institutes / University campus comprising of administrative buildings, hostels/ Sports Infrastructure/ Institutional Buildings etc. of Government / Govt. agencies/Govt. autonomous bodies only.</p>	<p><b>1. Work Order</b>  <b>2. Completion Certificates or</b> payment proof from client /certification from a Chartered Accountant certifying the claim required for each consultancy project.</p>
3	<b>Financial Criteria</b>	
a	The bidder should have an average annual turnover of at least Rs. 2.50 Crores in any three years during the last five years ending 31 <sup>st</sup> March 2025.	CA Certified Certificate as per <b>Annexure-VIII</b>
b	<p>i. The bidder should have positive net-worth during each of last 05 years ending 31<sup>st</sup> March 2025.</p> <p>ii. The bidder should have net-worth of at least Rs. 1 Crores as on 31<sup>st</sup> March 2025.</p>	CA Certified Certificate as per <b>Annexure-VIII</b>
4	the bidder should not stand debarred/ blacklisted/ put on Holiday by any State Government (SG) or Union Territory (UT) or Government of India (Gol), or any of the agencies of SG/UT/Gol or any of the Universities of SG/UT/Gol as on bid due date.	Enclose the notarized certificate in the format at Annexure XVI
5	The bidder should have in-house professionally qualified (minimum Graduate degree) regular /	Furnish a <b>self-certified sheet</b> stating that the bidding CPSU possess the

	outsourced manpower as on this bid publication date in the following categories: a. Civil Engineers -25 nos. b. Electrical and Mechanical Engineers- 10 nos. c. Architects- 05 nos.	following professionals at least the number mentioned  <b>1. Clearly mention no. of Civil, Electrical, Mechanical, Structural Engineers and Architects</b>
6	DECLARATION As per GFR Clause 144 (xi) added vide DoE order dated 23.07.2020 and its subsequent amendment	As per Format at Annexure XV
7	Bidder should be Class I Local Supplier or Class II Local Supplier will be eligible to bid in this IFB.(As per 3 (b) of DPIIT order dated 16.09.2020).	As per Format at Annexure XIV.

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

## 2. EVALUATION CRITERIA

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

S.No.	Criterion	Maximum Marks
1	Technical Manpower	20 Marks
a	Team Leader (Qualification + Experience) Meeting the prescribed Qualification as per Table given under clause 3 at Annexure I – Full marks	5 marks
b	Professionally qualified regular staff in the in following categories	15 marks
i	<b>Civil Engineers</b> (Min. Qualification- B. Tech) <ul style="list-style-type: none"> <li>• Less than 30nos.: 2.5 Marks</li> <li>• More than 30nos.: 5 marks</li> </ul>	5 marks
ii	<b>Electrical and Mechanical Engineer</b> (Min. qualification B. Tech) <ul style="list-style-type: none"> <li>• Less than 10nos.: 2.5 Marks</li> <li>• More than 10nos.: 5 marks</li> </ul>	5 Marks
iii	<b>Architect</b> (Min. qualification B. Arch) <ul style="list-style-type: none"> <li>• Less than 10nos.: 2.5 Marks</li> <li>• More than 10nos.: 5 marks</li> </ul>	5 Marks
2	<b>Presentation</b>	20 Marks
	Methodology Understanding of Project and presentation on made before TEC: <ul style="list-style-type: none"> <li>• Bidder's approach and innovative strategies for similar projects. Understanding of key challenges and mitigation strategies. <b>(Max Marks 10)</b></li> <li>• Innovative suggestions which could improve the quality of the project, work plan and activity schedule etc. <b>(Max Marks 5)</b></li> <li>• Technical approach and methodology for the assignment and past work experience etc. <b>(Max Marks 5)</b></li> </ul>	
3	<b>Past Experience of the firm</b>	45 Marks
a	Experience in executing PMC works in Govt. Organization / PSU/ Govt. funded Educational Institute's/Autonomous bodies of project during the past 7 years ending on the bid submission date: One project costing Rs. 60 Crores Or Two project costing Rs.37.5Crores Or Three project costing Rs.30 Crores	20
b	Consultancy Services (completed project) related to development of Sports Infrastructure project costing not less than Rs.75 Crores during the past 7 years ending on the bid submission date; <ol style="list-style-type: none"> <li>Up to 3 project - 5 Marks</li> <li>More than 3 and Less than 7 project – 7.5 Marks</li> <li>More than 7 projects - 10 Marks</li> </ol>	10
c	Total Experience in similar works in in Govt. Organization / PSU/ Govt. funded Educational Institute's/Autonomous bodies as on the bid submission date: <ol style="list-style-type: none"> <li>10-12 years – 5 Marks</li> <li>More than 12 and Less than 15 – 7.5 Marks</li> <li>More than 15 years - 10 Marks</li> </ol>	10 marks
D	Experience of Green Building completed Projects (ending on bid submission date) 2.5 marks for each completed project subject to maximum of 5 marks	5 marks

<b>4</b>	<b>Financial Experience</b>	<b>15 Marks</b>
a	Average Annual Turnover, for any three financial years ending on 31 <sup>st</sup> March 2025 <ul style="list-style-type: none"> <li>i. equal to Rs. 2.50 Crores – 5 Marks</li> <li>ii. greater than Rs. 2.50 Crores – up to Rs. 5.00 Crores– 7.5 Marks</li> <li>iii. More than Rs. 5.00 Crores - 10 marks</li> </ul>	10
b	Net-worth ending on 31 <sup>st</sup> March 2025 <ul style="list-style-type: none"> <li>i. equal to Rs. 1.00 Crores] – 2.5 marks</li> <li>ii. more than Rs. 1.00 Crores.- 5 marks</li> </ul>	5
<b>Total marks</b>		<b>100</b>

**Note:.**

1. Responses not meeting the minimum pre-qualification criteria will be rejected and will not be evaluated further and no communication will be entertained in this regard.
2. A Bidder must get a minimum of 70marks (out of 100 marks) in the Technical Evaluation to proceed to opening of Financial/Price bid.
3. Documentation required against each criterion is detailed in Annexure II, Clause 4.



## ANNEXURE 'IV' | BID SUBMISSION FORM

To,  
Sports Authority of India.

**Sub: REQUEST FOR PROPOSAL (RFP) For Appointment of Agency For Providing Project Management Consultancy Services For Establishment of High Performance Centre at SAI, NSSC, Bangalore.**

Dear Sir,

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

I declare that:

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

- our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. None of our full-time Directors is engaged in providing services or is directly related 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 Procuring entity'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 "Procuring entity") in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Procuring entity, 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 Procuring entity during the period of its validity:-

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

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

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

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

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

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

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

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

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

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

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

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

- 1.
- 2.

Notarized Accepted

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

Notes:

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

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

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

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

### IMPORTANT:

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

**ANNEXURE 'VIII' | ANNUAL TURNOVER**

S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)	Net Worth (INR)
1.	2020-21		
2.	2021-22		
3.	2022-23		
4.	2023-24		
5.	2024-25		
<b>Certificate from the Statutory Auditor</b>  This is to certify that the average turnover of the bidder from in any three financial years is Rs. _____. (In words) and the net worth in the last three years is Positive  <b>Name of the audit firm:</b>  <b>Seal of the audit firm</b> <b>Date:</b>			

(Signature, name and designation of the authorized signatory)

Note:

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

## ANNEXURE 'IX' | FORMAT FOR CV

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

### Education:

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

### Countries of work experience:

#### Employment Record

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

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

### Brief Write-up of overall experience:

#### Work Experience:

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

### Certification:

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

**Name of Expert/ Personnel**

**Signature**

**Date**

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

## ANNEXURE 'IX- B' | DEPLOYMENT PLAN

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

Sl. No.	Name	Designation of the resource as per RFP	Experts Inputs in Man months per each deliverable listed in Section 8 of Annexure I			Total Man months per Expert
			D1	D2	D3	
I Design and Implementation Phase						
a		Team Lead				
d		Member1				
e		Member2				
f		.				
g		.				
h		.				
		.				
II DLP Phase						
a						
b						
c						
d						
e						

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



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

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

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

### **2. REGISTRATION**

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

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

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

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

- (i). Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
- (ii). Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii). Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv). To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such

standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **5. SUBMISSION OF BIDS**

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The Bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- (iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the Bid Security as per the instruction specified in the tender document. The original should be **posted/couriered/given** in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **6. ASSISTANCE TO BIDDERS**

- (i) Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232.

**ANNEXURE 'XI' |PRICE BID FORMAT (To be uploaded on CPP portal in the BoQ only)**

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

<b>Sr. No.</b>	<b>Name of Work</b>	<b>Service Charge (in Percentage) inclusive of all taxes (GST etc.)</b>	<b>Service Charge (in Words) inclusive of all taxes (GST etc.)</b>
		<b>1</b>	<b>2</b>
<b>I</b>	<b>Service Charge as PMC for Establishment of High Performance Centre at SAI, NSSC, Bangalore</b>	<b>To be filled in Online mode in the BoQ available on CPP portal only. Rate submitted in Technical bid may lead to disqualification.</b>	

- **Total Quoted Service charges in percentage (%) should be inclusive of all rates for all manpower proposed by the bidder as part of their proposal.**
- **Sf, the Financial Score will be derived as mentioned above**

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

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

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

To

\_\_\_\_\_ ,

\_\_\_\_\_ .

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

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

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

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

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

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

.....

.....

Name and designation of  
the officer

.....

.....

.....

.....

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

## ANNEXURE 'XIII' |- DRAFT Memorandum of Understanding FORMAT

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

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

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

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

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

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

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

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

Received and accepted this contract

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

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

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

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

**ANNEXURE 'XIV' |- Format for MII declaration (to be printed in letter head)**

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 'XV' |- 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 'XVI' |- 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 'XVII' - 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:.....