

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	21-10-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	22-10-2026 16:00:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Youth Affairs And Sports
विभाग का नाम / Department Name	Department Of Sports
संगठन का नाम / Organisation Name	Sports Authority Of India (sai)
कार्यालय का नाम / Office Name	New Delhi
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id :rajesh.paulastye@gov.in Buyer Email id: shashwat.jha@gov.in
वस्तु श्रेणी / Item Category	Hiring of Consultancy Services - Percentage based - As per RFP; As per RFP; No; Hybrid(As specified in scope of work)
अनुबंध अवधि / Contract Period	3 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	850 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड / Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	85100000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	2553000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

54

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Secretary SAI
New Delhi, Sports Authority of India (SAI), Ministry of Youth Affairs and Sports
(Secretary Sai)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance

Yes

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and

for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Detail of the Project to be managed by Service Provider:[1790761463.pdf](#)

Profile of Consultants:[1790761465.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The parameter wise qualification requirement is as under:-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per RFP	100	70	View File

Buyer Defined Total Qualifying Marks for Technical Qualification: 70

QCBS Weightage(Technical:Financial):70:30

Interview Venue:To be intimated later

Presentation Venue:To be intimated later

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
06-10-2026 15:00:00	Video call link: https://meet.google.com/smk-yucb-qyg

Hiring Of Consultancy Services - Percentage Based - As Per RFP; As Per RFP; No; Hybrid(As Specified In Scope Of Work) (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Consulting Category/ Stream	As per RFP
Consultant's Profile	As per RFP
Proof of Concept (POC) Required	No
Deployment of Consultants/Resource	Hybrid(As specified in scope of work)

विवरण/ Specification	मूल्य/ Values
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
--	----

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Nishant Kumar Maurya	110003,GATE NO 10 JAWAHAR LAL NEHRU STADIUM LODHI ROAD NEW DELHI - 110003	1	Estimated Value of Project to be Managed (inclusive of GST) : 85100000

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules)

shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

Sports Authority of India

“REQUEST FOR PROPOSAL”

(RFP)

For

Selection of Architecture Firm and Project Management Consultant (PMC) for Providing Integrated Architectural Design and Project Management Services for Construction of Sports Infrastructure Project at Kandivali, Mumbai in Maharashtra

RFP Ref : SAI/Mumbai/APMC/2026-27/01 - Engineering Division

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

Date of Publication: 30.09.2026

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

Table of Contents

DISCLAIMER	4
1. NOTICE INVITING TENDER	6
2. BID SCHEDULE & DATA SHEET	6
INSTRUCTIONS TO BIDDERS	8
3. GENERAL INSTRUCTIONS TO BIDDERS	8
4. LANGUAGE OF BID	9
5. DOCUMENTS TO BE SUBMITTED	9
6. AMENDMENT TO BID DOCUMENTS	9
7. ELIGIBILITY CRITERIA	10
8. RFP PROCESS	10
9. BID VALIDITY	10
10. BID PRICES	11
11. EARNEST MONEY DEPOSIT/BID SECURITY	11
12. MODIFICATION/WITHDRAWAL OF BIDS	12
13. CLARIFICATION OF BID DOCUMENTS	12
14. SUBMISSION OF BIDS	13
15. SCRUTINY OF BIDS	14
16. EVALUATION CRITERIA	15
17. DECLARATION OF SUCCESSFUL BIDDER	15
GENERAL TERMS AND CONDITIONS OF CONTRACT	16
18. PERFORMANCE SECURITY	16
19. SCOPE OF WORK & TIMELINES OF THE PROJECT	17
20. MANPOWER REQUIREMENT	17
21. TERMS OF PAYMENT	18
22. OTHER TERMS AND CONDITIONS OF THE BID	20
23. PENALTY	22
24. GENERAL TERMS AND CONDITIONS	24
25. PATENTS, COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS, SOURCE CODES	25
26. REPRESENTATIONS AND WARRANTIES	25
27. INDEMNIFICATIONS AND LIABILITIES	25
28. TERMINATION	26
29. FORCE MAJEURE	27
30. DISPUTE SETTLEMENT MECHANISM	27
31. APPLICABLE LAW	28
32. RESERVED RIGHTS	28
33. CORRUPT OR FRAUDULENT PRACTICES	29
34. CONFIDENTIALITY	30
35. CONFLICT OF INTEREST	30
37. TRANSFER AND SUB-LETTING:	31

38. NEGLIGENCE	31
ANNEXURE 'I' TERMS OF REFERENCE (TOR)	32
ANNEXURE 'II' DOCUMENTS TO BE SUBMITTED	39
ANNEXURE 'III' ELIGIBILITY & EVALUATION CRITERIA	41
ANNEXURE 'IV' BID SUBMISSION FORM	48
ANNEXURE 'V' BANK GUARANTEE FORM FOR BID SECURITY	50
ANNEXURE 'VI' POWER OF ATTORNEY (SAMPLE)	51
ANNEXURE 'VII' ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER	52
ANNEXURE 'VIII' ANNUAL TURNOVER	53
ANNEXURE 'IX' FORMAT FOR CV	54
ANNEXURE 'IX- B' DEPLOYMENT PLAN	56
ANNEXURE 'X' INSTRUCTIONS FOR ONLINE BID SUBMISSION	57
ANNEXURE 'XI' PRICE BID FORMAT	58
ANNEXURE 'XII' - BANK GUARANTEE FORM FOR PERFORMANCE SECURITY	59
ANNEXURE 'XIII' - DRAFT CONTRACT/AGREEMENT/MoU FORMAT	60
ANNEXURE 'XIV' - Format for Undertaking towards not being Blacklisted	62
ANNEXURE 'XV' - Format for MII declaration (to be printed in letter head)	63
ANNEXURE 'XVI' - Bid Securing Declaration	64
ANNEXURE 'XVII' - Integrity Pact	65
(Format of Integrity Pact)	65
ANNEXURE 'XVIII' Declaration for GFR 144xi)	70
Format for Self Declaration regarding Restriction under Rule 144 (XI) of GFR 2017 (Land Border Sharing) (to be printed in letter head)	70

DISCLAIMER

1. This RFP contains information about the scope of work and the qualification process for the selection of the Bidder. The purpose of this RFP is to provide interested parties with information to facilitate the formulation of their bid pursuant to the Bid notice.
2. SAI and/or its Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP.
3. The Authority, its employees and advisers make no representation or warranty as to the accuracy, reliability or completeness of the information in this bid and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
4. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the PMC and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
5. The Authority reserves the right to, but without being under any obligation to do so, amend or supplement the statements, information, assessment or assumptions contained in this bid at any time during the bidding process by way of revision, deletion, update or supplement and annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.
6. No objections raised by any Bidder(s) or any third party to such changes/modifications/additions/alterations as provided above, whether explicit or implicit, shall be entertained. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by the Authority
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.
8. The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to SAI or any of its respective officers, employees, advisors or agents.
9. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications. The

Bidders shall bear all its costs associated with or relating to the preparation and submission of Proposal pursuant to this RFP.

10. SAI also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

1. NOTICE INVITING TENDER

Sports Authority of India, (hereafter referred as “SAI”) an autonomous organisation established by Ministry of Youth Affairs & Sports, Government is engaged in the development of Sports and related infrastructure, and as a part of this endeavour, SAI intends to award the works and invites Online Bids from reputed architecture and consultancy firm For Selection of Architecture Firm and Project Management Consultant (PMC) for Providing Integrated Architectural Design and Project Management Services for Construction of Sports Infrastructure Project at Kandivali, Mumbai in Maharashtra

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

2. BID SCHEDULE & DATA SHEET

Name of Work	Request For Proposal (RFP) Selection of Architecture Firm and Project Management Consultant (PMC) for Providing Integrated Architectural Design and Project Management Services for Construction of Sports Infrastructure Project at Kandivali, Mumbai in Maharashtra
Estimated Cost of Project (Incl. GST)	INR 425.53 Crore
Estimated Cost of Consultancy (Incl. GST)	2% of Estimated Cost of Project (INR 8.51 Cr)
Estimated period for completion of services	3 Years (excluding DLP)
Date of Publication	As per GeM Portal
Document downloading start date	As per GeM Portal
Last date and time of submission of queries for Pre-Bid Conference	As per GeM Portal
Virtual Pre-Bid conference	As per GeM Portal
Bid submission end date and time	As per GeM Portal
Bid Validity Period	120 Days
Mode of Submission	Online submission on GeM Portal
Opening of Technical Bid date and time	As per GeM Portal
Opening of Financial Bids date and time	As per GeM Portal
Method of selection	QCBS (Quality cum Cost Based Selection) with a 70:30 weighting between Technical and Financial Proposal/Bid
JV / Consortium / Subcontracting	Not Allowed
RFP document Fee	Nil
Bid Security / EMD	3% of Estimated Cost of Professional Consultancy Services
Bank Account Details of the Authority	Secretary SAI, Union Bank of India Account No: 108510011000101, IFSC No. UBIN0810851
Authority's Representative for this RFP purpose & Address of Correspondences	Deputy Director (Engineering), SAI Email: infra-sai@gov.in
Performance Security	5% of Quoted Professional Consultancy Services
Submission of Performance Security	Within 14 days of issuance of Letter of Award (LOA)
Signing of Agreement	Shall be notified later

INSTRUCTIONS TO BIDDERS

3. GENERAL INSTRUCTIONS TO BIDDERS

- 3.1. The Bidders can download this RFP from the on SAI website: <https://sportsauthorityofindia.nic.in> and GeM Portal website: <http://gem.gov.in>. Subsequently, bid has to be prepared and submitted ONLINE ONLY through GeM Portal only as per the Bid Schedule as more particularly specified in Clause 2 of this RFP.
- 3.2. **Definitions and Abbreviations:** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
- 3.2.1. **“Purchaser”, “Client”, “Procuring Entity”, “Authority”, “SAI”** means the organisation engaging the services as incorporated in this document i.e., Sports Authority of India (SAI).
 - 3.2.2. **“Bid”** (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer-to-offer services in accordance with the terms and conditions set out in this RFP.
 - 3.2.3. **“Bid Security” or “Earnest Money Deposit (EMD)”** means the amount deposited by bidders along with their proposal as a security for compliance with the bid process requirements.
 - 3.2.4. **“Agency”, “Firm”, “Company”, “Bidder”, “Consultant”, “Service Provider”** means any registered entity or person or associations of persons who submit their proposals for providing Services in accordance with this RFP.
 - 3.2.5. **“Services”** means services as mentioned in this document and other such obligations of the supplier covered under the contract.
 - 3.2.6. **Terms of Reference (TOR)** means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.
 - 3.2.7. **“Notification of Award” or “NOA”** means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
 - 3.2.8. **“Contract / Agreement / MoU”** means the written agreement entered between the Agency and the Client, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
 - 3.2.9. **“Party”** means the Client or the Bidder, as the case may be, and **“Parties”** means both of them.
 - 3.2.10. **“RFP”** means this Request for Proposal issued by Sports Authority of India for the purpose as mentioned in this document.
 - 3.2.11. **“Performance Security”, “Performance Bank Guarantee”** means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as interest free Security Deposit.
 - 3.2.12. **“Bidding Documents”** means all documents, including this RFP, provided to the interested Bidders to assist them in the preparation of their Bids in a uniform manner.
 - 3.2.13. **“Government Authorities”** shall mean any or all governmental authority / authorities of India or any subdivision thereof, whether national, federal, provincial, regional, state, county, municipal, local or other and any ministry, department, agency, entity or other body duly exercising executive, legislative, regulatory or administrative functions of government, including any other body which may exercise similar and any other municipal/ local authority having jurisdiction over the parties herein, and shall include any authority established through a statute or an act of the Government of India.
 - 3.2.14. **“Intellectual Property Rights (IPR)”** means all rights related to patents, trademarks, copyrights, trade secrets, and any other form of intellectual property created or used in connection with the services under this contract.

- 3.2.15. **"Liquidated Damages (LD)"** means the predetermined compensation payable by the agency to SAI in case of failure to meet contractual obligations, including delays in service delivery.
- 3.2.16. **"Applicable Laws"** shall mean the applicable central, state, and local laws of India, including the rules, regulations and guidelines issued by any governmental, regulatory, executive and judicial and other statutory authorities.
- 3.2.17. **"Material Adverse Effect"** with respect to a party means a material adverse change in or effect on the business, operations, financial condition, properties or liabilities of the party taken as a whole; provided, however, that a Material Adverse Effect shall not be deemed to include (i) changes as a result of the announcement of this transaction, (ii) events or conditions arising from changes in general business or economic conditions or (iii) changes in generally accepted accounting principles.
- 3.2.18. **"Material Breach"** refers to a substantial failure to perform a contractual obligation that defeats the purpose of the agreement or causes significant harm to the other party.
- 3.3.** The Bidders participating for the first time for e-Tenders on GeM Portal will have to complete Online Registration Process on the 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

- 6.1.** At any time prior to the deadline for submission of bid, the Client 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 and GeM Portal Website: www.gem.gov.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. ELIGIBILITY CRITERIA

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

8. RFP PROCESS

- 8.1. RFP issued by SAI constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as per Clause 7 above) to be Service Provider (after evaluation of eligible bidders), subject to the terms of this RFP, Tender Documents and the Service Agreement.
- 8.2. This RFP is no more than a request for proposal, and it does not and is not intended to constitute a contract or a grant of any rights or licenses, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by SAI of the Bidder's Bid and the execution of the Service Agreement by both SAI and the Bidder/Service Provider.
- 8.3. This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and SAI reserves the right to withdraw the RFP and/ or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid.
- 8.4. Upon selection of a Bidder by SAI, the Service Provider shall enter into a detailed Contract/Agreement/MoU ("**Service Agreement**") as per Annexure "XIII" to this RFP.
- 8.5. The term of association shall be for thirty six (36) months from the date of execution of contract/agreement/MoU followed by 12 months of Defect Liability Period or until completion of all contractual obligations as per RFP whichever is later.

9. BID VALIDITY

- 9.1. The Bid shall remain valid for acceptance for a period of 120 days (One Hundred Twenty 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.
- 9.2. In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.

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

10. BID PRICES

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

11. EARNEST MONEY DEPOSIT/BID SECURITY

- 11.1.** The bidder shall furnish Bid Security for an amount as shown in the bid document. The Bid Security is required to protect the Client 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.
- 11.2.** In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents and a Bid Security Declaration as per format attached in this RFP.
- 11.3.** The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE/MSME category, only Professional Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.
- 11.4.** The Bid Security shall be furnished in one of the following forms:
- a) Account Payee Demand Draft
 - b) Fixed Deposit Receipt
 - c) Banker's cheque / Pay Order
 - d) Bank Guarantee (including e-BG) 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: 108510100032325, IFSC No. UBIN0810851. (Bidder has to upload challan/proof along with Bid on GeM Portal).
 - f) Valid Insurance Surety Bonds
 - g) In case, submission of Bid Security in the form of a) to d) and f), following shall be ensured:
 - A scanned copy of the document shall be uploaded on GeM Portal while applying to the tender.
 - 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.
 - Non submission of scanned copy of bid security document with the bid on GeM 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.

- 11.5.** The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee 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.
- 11.6.** The Bid Security shall be valid for 165 days from the date of opening of the Technical Bid.
- 11.7.** Earnest Money is required to protect the Client against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Client if it fails to furnish the required performance security within the specified period.
- 11.8.** Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Acceptance/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.
- 11.9.** 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.
- 11.10.** Return of Bid Security/EMD: Bid security should be released to unsuccessful bidders once the contract has been signed with the winning consultant at the earliest after expiry of final bid validity and latest on or before the 30th day after the award of the contract. However, in case of two packet or two stage bidding Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc. EMD of the successful bidder should be returned after receipt of performance security as called for in the contract.

12. MODIFICATION/WITHDRAWAL OF BIDS

- 12.1.** 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.

13. CLARIFICATION OF BID DOCUMENTS

- 13.1.** 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 10:00 Hrs on the day of the Pre-bid meeting. All enquiries should be sent to SAI through email only at (infra-sai@gov.in). 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.

- 13.2.** 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.
- 13.3.** 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.

14. SUBMISSION OF BIDS

- 14.1.** Bids to be submitted online as per instructions in Annexure IV of the RFP.
- 14.2.** SAI will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.
- 14.3.** 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.
- 14.4.** 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.
- 14.5.** Authorised representative of the Bidders, who have submitted Bid on time may attend the bid opening provided their Letter of Authority is submitted prior to opening of bid.
- 14.6.** 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).
- 14.7.** Financial bids of the technically qualified Bidders shall be opened online at the date, time and as intimated later on GeM Portal website: <https://gem.gov.in> The authorized signatories/ representatives of such Bidders who wish to attend the financial bid opening may please do so by showing their bid acknowledgement slip.
- 14.8.** 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.
- 14.9.** The Bidders are required to upload the documents as per Documents to be submitted in Clause 05 & Annexure II of this RFP.
- 14.10.** Bidders shall submit 'Online Bid' only in PDF/Scanned copy. Hard Copy of Bid documents will not be accepted.
- 14.11.** The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
- 14.12.** Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 14.13.** All terms and conditions in the bid document shall stand freeze on the date of opening of the bid.

- 14.14.** Each page of the bid document submitted by bidder shall be signed sealed by the bidder or its authorized signatory.
- 14.15.** Incomplete or non-compliant bids may be summarily rejected. Bids containing false information or fraudulent documents will be disqualified.
- 14.16.** The tendering authority reserves the right to accept or reject any or all bids without assigning any reason.

15. SCRUTINY OF BIDS

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

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

- i. Incomplete bids that do not quote for the complete scope of work as indicated in the Bid-related documents, addendum (if any) and any subsequent information given to the Bidder.
- ii. Information that is found to be incorrect/misleading at any stage during the tendering process.
- iii. Incomplete Bids.
- iv. 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. Any other reasons deemed fit by SAI.

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

- i. Incomplete Bids that do not set out the Service Fee for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder.
- ii. Financial/Price Bids made through Tele fax/Telegraphic/Fax/E-mail/by post.
- iii. Bids which do not confirm unconditional validity of the bid for 120 days from date of opening of Bid.
- iv. Bids which do not conform to SAI bid format.
- v. Bids in respect to which the bidder does not accept SAI rectification of clerical/arithmetic discrepancies in the financial/price bid, if any.
- vi. Any Financial/Price Bid that does not comply with the conditions laid down by SAI

15.3. 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.

15.4. Minor infirmity/irregularity/Non-conformity

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

16. EVALUATION CRITERIA

- 16.1.** The Bids of bidders meeting the eligibility criteria at clause 7 (eligibility criteria) above, will be evaluated based on the QCBS (Quality Cum Cost Based Selection) method and the evaluation criteria is mentioned in Clause 2 of Annexure III- Eligibility & Evaluation Criteria.
- 16.2.** Overall weightage of 30% for Financial Bid and 70% weightage for Technical Bid shall be considered while calculating final score.
- 16.3.** 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.
- 16.4.** A Bidder must get a minimum of 70 marks (out of 100 marks) in the Technical Evaluation to proceed to opening of Financial/Price bid. The price bids of bidders scoring the minimum required marks of 70 in the Technical Evaluation Criteria will only be opened.
- 16.5.** The Bid of the Bidder who submits the lowest Financial/Price bid shall get the maximum weightage (100 marks) in the financial evaluation and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.
- 16.6.** 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
- 16.7.** In the event that one or more Bidders have the same Ts value, then the successful bidder will be the one who is selected H1 as per option available on GeM and will be rated as the 'Best Bid'.
- 16.8.** Supporting documents for bid evaluation shall also be verified during presentation. The bidders are advised to make their presentation strictly according to the evaluation criteria based on the credentials submitted above.
- 16.9.** In case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, SAI reserves the right to waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI.

17. DECLARATION OF SUCCESSFUL BIDDER

- 17.1.** Prior to the expiration of the validity period for the Bid, SAI will notify the successful Bidder in writing by Letter of Award that its Bid has been accepted followed by Letter of Commencement of Services only after the submission of PBG in requisite time and value. SAI will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and SAI shall discuss and enter into a mutually agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Bidder and shall not have terms and conditions more onerous on the Service Provider than those contained in the RFP.
- 17.2.** 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 terminate the letter of acceptance or call for fresh proposals.

- 17.3.** 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.
- 17.4.** Term of the Service Agreement: The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.

GENERAL TERMS AND CONDITIONS OF CONTRACT

18. PERFORMANCE SECURITY

- 18.1.** In order to ensure the due performance of the awarded contract, the Service Provider/Successful Bidder shall, within 14 (fourteen) days of receiving the Letter of Acceptance (LOA) and before signing of Service Agreement with SAI, furnish an irrevocable bank guarantee (Annexure XII) for an amount of 05% 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 14 (Fourteen) days, beyond which SAI reserves the right to terminate the contract at its sole discretion without any liability, forfeit any payments due to the Bidder, and invoke the Performance Security, if applicable. In case of termination, the bidder shall be debarred and blacklisted from bidding for any future tenders of SAI for a period of three (03) years, without prejudice to any other rights and remedies available to SAI under applicable laws.
- 18.2.** The Performance Security shall be submitted in the form of an unconditional 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: 108510100032325
IFSC No. UBIN0810851
- The format for performance security of submitted in form Bank guarantee is attached at Annexure XII.
- 18.3.** The Performance Security shall remain valid for a period of 180 (One Hundred and Eighty) 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.
- 18.4.** 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.
- 18.5.** 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.
- 18.6.** The bid of the bidder shall stand expired only when the successful bidder has furnished the required performance security and signed the agreement.

- 18.7.** 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.

19. SCOPE OF WORK & TIMELINES OF THE PROJECT

- 19.1.** The tentative scope of work is mentioned in Annexure I.
- 19.2.** The term of association shall be for 36 months from the date of execution of MoU followed by 12 months of Defect liability period or until completion of all contractual obligations as per RFP whichever is later.
- 19.3.** The selected firm shall provide integrated Architectural Design and Project Management Services across all 5 stages. The firm must demonstrate in house capability for both comprehensive architectural design (Stages 1–4) and construction project management (Stage 5). JV/Consortium arrangements are not permitted as stated in the Bid Data Sheet."

20. MANPOWER REQUIREMENT

- 20.1.** 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.
- 20.2.** Bidder shall have a defined hierarchy and reporting structure for various teams that shall be part of the project and the same should be intimated to SAI
- 20.3.** 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.
- 20.4.** SAI reserves the right to interview all the proposed resources before accepting deployment in the project.
- 20.5.** Bidder shall use commercially reasonable efforts to ensure it retains the services of its resources, including provisioning of competitive compensation, benefits, and other conditions to its Resources to incentivize them to remain in Bidder's employment.
- 20.6.** 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; In such an event, SAI Shall be immediately intimated.
 - Or Without SAI's prior written consent.
- 20.7.** In case the resource has resigned then the bidder must inform within one week of such resignation.
- 20.8.** 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.
- 20.9.** 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
 - SAI at its sole discretion may interview the proposed replacement for the suitability and the ability of the proposed resource to perform the task assigned to them.
- 20.10.** 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.
- 20.11.** If SAI objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative resource.
- 20.12.** The bidder must ensure at least 4 weeks overlap period for knowledge transfer in such

replacements.

- 20.13.** 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.
- 20.14.** The bidder will be responsible to provide resources with laptops enabled with required tools related to work and development environment for completing this engagement.
- 20.15.** The Bidder will immediately provide for replacement of resources in the event if SAI is not satisfied with the resource.

21. TERMS OF PAYMENT

S.N	Stage	Payment Milestone	Payment Percentage for Estimated Project Cost at Each Stage
1	1	Approval of Masterplan	10%
2	2	Approval of Preliminary Project Report	10%
3	3	Approval of Detail Project Report	20%
4	4	Approval of Tender Documents & Issuance of Letter of Acceptance (LOA) to Contractor	10%
5	5	Completion of PMC Services	50%
Total			100%

- 21.1.** SAI reserves the right to award separate work orders to one or more agency(ies) for Entire Scope or Stage 1 or/and Stage 2 or/and Stage 3 or/and Stage 4 or/and Stage 5 listed below. Payment shall be made accordingly as per Payment Milestone. Stages are listed/described below.

21.2. Fee Structure

- i. The Consultant shall quote a single consultancy fee as a percentage of project cost, inclusive of all applicable taxes. This percentage shall remain fixed throughout the duration of the contract. The project cost to which this percentage is applied shall however be determined at different stages as set out in Clause 21.3 below.

21.3. Cost Basis for Fee Calculation

- i. **Stages 1 and 2:** The consultancy fee for Stage 1 (Masterplan) and Stage 2 (Preliminary Project Report) shall be calculated on the Preliminary Estimated Project Cost of INR 425 Crore as stated in this RFP. These two stages shall together constitute 20% of the total consultancy fee and shall be treated as fixed and final regardless of any subsequent revision to project cost.
- ii. **Stages 3 and 4:** The consultancy fee for Stage 3 (Detail Project Report), Stage 4 Tender Documents and Bid Evaluation and Issuance of LOA shall be calculated on the Revised Project Cost as mutually agreed between SAI and the Consultant upon approval of the PPR. Stages 3 and 4 together shall constitute 30% of the total consultancy fee.
- iii. **Stage 5:** The consultancy fee for Stage 5 (Project Supervision, Monitoring and Completion) shall be calculated on the Sanctioned Construction Contract Value, being the total value of the construction contract awarded to the contractor as per the Letter of Acceptance issued at the conclusion of Stage 4. Where the construction contract is awarded in multiple packages, the Stage 5 fee shall be calculated on the aggregate value of all such packages. Stage 5 shall constitute 50% of the total consultancy fee.

21.4. Payment Milestones

- i. Distribution of Payment to the Consultant at each stage shall be made against the following milestones in the proportions specified below. All percentages refer to the total consultancy fee applicable to each respective stage as determined

under Clause 21.2.

ii. **Stage 1 — Masterplan (10% of Total Consultancy Fee)**

S.N.	Milestone	% of Stage 1 Fee
1	SUBMISSION OF MASTERPLAN TO SAI	50%
2	APPROVAL OF MASTERPLAN BY SAI	50%

iii. **Stage 2 — Preliminary Project Report (10% of Total Consultancy Fee)**

S.N.	Milestone	% of Stage 2 Fee
1	SUBMISSION OF PRELIMINARY PROJECT REPORT TO SAI	50%
2	APPROVAL OF PRELIMINARY PROJECT REPORT BY SAI	50%

iv. **Stage 3 — Detail Project Report (20% of Total Consultancy Fee)**

S.N.	Milestone	% of Stage 3 Fee
1	SUBMISSION OF DETAIL PROJECT REPORT TO SAI	50%
2	APPROVAL OF DETAIL PROJECT REPORT BY SAI	50%

v. **Stage 4 — Tender Documents and Evaluation (10% of Total Consultancy Fee)**

S.N.	Milestone	% of Stage 4 Fee
1	APPROVAL OF TENDER DOCUMENTS	60%
2	ISSUANCE OF LETTER OF ACCEPTANCE (LOA) TO CONTRACTOR	40%

vi. **Stage 5 — Project Supervision, Monitoring and Completion (50% of Total Consultancy Fee)**

S.N.	Milestone	% of Stage 5 Fee
1	SUBMISSION OF WORK METHODOLOGY & INITIAL ASSESSMENT TO PROJECT TO SAI	4%
2	APPROVAL OF WORK METHODOLOGY & INITIAL ASSESSMENT TO PROJECT BY SAI	4%
3	PROJECT SUPERVISION AND MONITORING	72%
4	PART COMPLETION CERTIFICATE [A]	7%
5	FULL COMPLETION CERTIFICATE [B]	7%
6	PROJECT FINALISATION & DLP [C]	6%

21.5. Cost Confirmation at Stage 4 Completion

- i. Upon issuance of the Letter of Acceptance to the construction contractor, SAI shall communicate the Sanctioned Construction Contract Value to the Consultant in writing within 7 (seven) days of such issuance. The Consultant shall acknowledge receipt within 3 (three) working days. The Sanctioned Construction Contract Value so communicated shall be the sole basis for calculation of all Stage 5 fees. Where any dispute arises as to the Sanctioned Construction Contract Value, the value recorded in the Letter of Acceptance issued to the contractor shall be final and binding on both parties.

21.6. General Payment Conditions

- i. All payments shall be released within 30 (thirty) days of SAI's written approval of the corresponding milestone deliverable, subject to submission of a valid tax invoice by the Consultant.
- ii. A milestone shall be deemed complete only upon SAI's written approval of the corresponding deliverable. The Consultant shall not be entitled to claim any payment on the basis of time elapsed or resources deployed in the absence of a formally approved milestone deliverable.
- iii. All payments shall be subject to deduction of TDS and all other applicable statutory deductions as per prevailing law at the time of payment.
- iv. Penalty deductions applicable under Clause 23 of this RFP shall be computed and applied before release of the corresponding milestone payment. SAI shall issue a written statement of deductions along with each payment.
- v. In the event SAI disputes any invoice raised by the Consultant, SAI shall communicate its objection in writing within 15 (fifteen) days of receipt of the invoice, specifying the grounds of dispute. The undisputed portion of any invoice shall be released within the standard 30-day payment period. The disputed portion shall be addressed through the dispute resolution mechanism under Clause 30 of this RFP.
- vi. The Consultant shall furnish details of the bank account and GST registration from which invoices will be raised, prior to submission of the first invoice under each Work Order. Any change in billing details shall be communicated to SAI in writing at least 15 days in advance.

21.7. Work Orders for each stage shall be issued separately by SAI. However, Work Order for Stage 4 and Work Order for Stage 5 shall be issued together under the same Work Order. Issuance of a Work Order for any stage shall be at the sole discretion of SAI and shall not create any automatic right or entitlement in favour of the Consultant for issuance of Work Order for any subsequent stage.

21.8. SAI's Right Not to Issue Subsequent Work Orders

- i. Completion of any stage and receipt of payment therefor shall not, under any circumstances, create any right, entitlement, or legitimate expectation on the part of the Consultant to receive a subsequent Work Order. SAI may, at its sole discretion and without assigning any reason, choose not to issue any subsequent Work Order after any stage. In such event, the Consultant shall have no claim whatsoever for loss of profit, loss of opportunity, damages or any other compensation in respect of stages not awarded, beyond the fees already earned and approved for completed milestones.

22. OTHER TERMS AND CONDITIONS OF THE BID

22.1. 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.

- 22.2.** 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.
- 22.3.** 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.
- 22.4.** 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.
- 22.5.** The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract as defined in Clause 14 of this document.
- 22.6.** The SAI shall provide necessary office space for the resources deployed by the successful bidder however, the successful bidder shall ensure the provision of all such necessary equipment as may be required by the resources for successful fulfilment of the responsibilities delegated as per the scope of the RFP which may include but are not limited to provision of laptops, with necessary Softwares etc.
- 22.7.** 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.
- 22.8.** 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.
- 22.9.** It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. SAI shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/bought over by another company during the contract phase. SAI may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach of contract, has misrepresented, or becomes bankrupt or otherwise insolvent, and/or SAI is not satisfied

with the work of the Bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SAI. However, in the event SAI, wishes to terminate for convenience, it shall serve a notice period of 30 days to the Bidder, without any cost and/or liability.

- 22.10.** 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.
- 22.11.** The bidder has to ensure proper deployment of resources at site during all phases and the deployment plan should be approved by the purchaser in advance.
- 22.12.** It will be responsibility of the bidder to ensure and verify the educational qualifications and experience of the resources deployed in SAI.
- 22.13.** 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.
- 22.14.** 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
- 22.15.** 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.
- 22.16.** The bidder shall be responsible for ensuring timely payment to the resources deployed in the project and complying to all laws of the land including statutory liabilities while doing the same.
- 22.17.** The bidder is required ensure the availability of Manpower as mentioned in Clause 4 of Annexure I of this RFP and any unauthorised absence of resources for a period of more than 1 week after requirement will attract penalties.

23. PENALTY

- 23.1.** Failure on bidder's part to furnish the deliverables as per the agreed timeline / milestone and manpower allocation/deployment after formal warning will enforce a penalty @ 1 % per week of respective deliverable limiting to 10% of the deliverable* value. However, the total penalty amount shall be limited to 10% of the total contract value. GST shall be inclusive on penalty. Invoice for the penalty recovered shall be issued by SAI. The amount will be deducted from the subsequent payment. In addition, if the deliverable is not completed in all respect, the PG/PBG amount may also be forfeited. The decision of the authority accepting the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final. In such situations, the firm could be debarred from participation in future bids of this organization / department for next five years from the date of this occurrence and notifications as per Client's discretion.
- 23.2.** The deliverable* value for each stage shall be taken as value quoted/ derived in the Financial Proposal/Bid submitted by bidder.
- 23.3.** The Consultant shall ensure that the Detailed Project Report (DPR), Design and Bill of

Quantities (BoQ) are accurate and based on comprehensive site surveys and soil investigations. If, during the execution of the project by the EPC Contractor, the variation in the executed quantities exceeds +/- 10% of the quantities estimated in the BoQ prepared by the Consultant and such variation is found to be due to inadequate topographical surveys, geotechnical investigation or design errors by the Consultant, a penalty of up to 5% of the total Consultancy Fee shall be imposed and recovered from the Consultant's Performance Security or pending bills."

- 23.4.** Penalty for Negligent Design Variations (Structural / Alignment Flaws) - In the event that a fundamental change in the structural design is required during the construction phase due to a failure by the Consultant to identify existing utilities, environmental constraints or land acquisition mismatches that were explicitly within their scope of investigation/work, the Authority shall evaluate the financial impact. If the consequential variation order increases the total civil construction cost by more than 15%, the Consultant shall be liable to pay a penalty equivalent to 10% of the Consultancy Agreement Value. In extreme cases of negligence leading to structural failure or abandonment of work, the Authority reserves the right to recover the entire actual loss up to 100% of the Consultancy Fee and initiate debarment proceedings.
- 23.5.** Rectification of Errors and Omissions at Consultant's Cost - Any errors, omissions or discrepancies in review of Good for Construction (GFC) drawings, technical specifications or reports discovered before or during construction must be rectified by the Consultant in coordination with the EPC Contractor within 7 (seven) days. No additional remuneration or time extension shall be granted for the rework of deficient deliverables.
- 23.6.** Substitution of key personnel can be allowed only in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. If the resources deployed resigns or is to be replaced by the selected agency, penalty as stipulated below will apply:
- 23.7.** If the performance of the Service Provider continues to be unsatisfactory, a first warning shall be issued. If the performance does not improve within 7 days from the date of such warning, SAI reserves the right to:
- Cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the SAI.
 - The Service Provider shall be debarred from participating in such type of tender and his Performance Security may also be forfeited / invoked, if so warranted.
- 23.8.** No Penalty will be imposed for delay attributable to SAI or reasons which fall within the definition of Force Majeure as per Clause 29 of this RFP.
- 23.9.** The Client will make payment after necessary deductions of penalty.
- 23.10.** For delay in service deliverables reasons not pertaining to selected bidder, the Client shall take decision on extension of such timelines and levy of penalty.
- 23.11.** The Authority/Client shall levy the penalty(ies) listed below for any delay in services attributable to the Consultant:

S.N	Stage	Key Deliverables	Duration from Commencement of Work (X) or Construction (Y)	Penalty
1	1	Submission of Masterplan	X+6 Weeks	10% (maximum) of Deliverable Value (Penalty shall be levied @ 0.5 % per week)
2	2	Submission of Preliminary Project Report	X+14 Weeks	10% (maximum) of Deliverable Value (Penalty shall be levied @ 0.5 % per week)

3	3	Submission of Detail Project Report	X+24 Weeks	10% (maximum) of Deliverable Value (Penalty shall be levied @ 0.5 % per week)
4	4	Assist in Preparation of Tender Documents & Issuance of Letter of Acceptance (LOA) to Contractor	X+40 Weeks	10% (maximum) of Deliverable Value (Penalty shall be levied @ 0.5 % per week)
5	5	Execution of PMC Services	Y+2 Years and time required for handover of project	10% (maximum) of Deliverable Value (Penalty shall be levied @ 0.5 % per week)

24. GENERAL TERMS AND CONDITIONS

- 24.1.** 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.
- 24.2.** 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.
- 24.3.** 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.
- 24.4.** SAI may not award any work to the any bidder at its own discretion without assigning any reason thereof.
- 24.5.** Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 24.6.** 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 may be disclosed only when an enquiry is made by the concerned bidder.
- 24.7.** 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.
- 24.8.** Any attempt by bidder to bring pressure towards SAI's decision making process, such Bidder shall be disqualified for participation in the present RFP and those Bidders may be liable to be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years.
- 24.9.** Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on SAI.
- 24.10.** 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.
- 24.11.** 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.
- 24.12.** It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to debarring from bidding for SAI /SAI RFPs in future for a period of at least three years.

- 24.13.** Bidders are requested to share information which is true and based some tangible proofs.

25. PATENTS, COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS, SOURCE CODES

- 25.1.** Intellectual Property Rights for any software property and documents (including source codes, databases, documents, training manuals, course content etc.), if developed exclusively for this project shall lie with the Purchaser in perpetuity for all purposes. The Intellectual Property Rights of all the software code, data, algorithms, documentation, manuals, etc. Generated as a part of implementation of this project shall solely vest with the SAI/Purchaser.
- 25.2.** The Bidder shall ensure that there is no infringement of any Intellectual Property Rights (IPR) of third parties. However, if a third party claims that a product delivered by the Bidder/ to Purchaser infringes that party's patent or copyright/IPR's in any form, the Bidder shall keep SAI/Purchaser fully indemnified in this regard and shall defend Purchaser against that claim at the Bidder's/ expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Bidder.
- 25.3.** The Bidder shall provide the source codes on Go-Live of the project. Any changes/ updates in the source codes done by the Bidder as part of the deliverables of the project during the contract period shall be provided to Purchaser as and when done. At the end of the contract period, final documentation shall be provided by the selected bidder to Purchaser with all updates and modifications failing which may lead to revoking the performance security by Purchaser.
- 25.4.** 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.

26. REPRESENTATIONS AND WARRANTIES

- 26.1.** SAI, along with its employees, representatives, advisers, make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
- 26.2.** SAI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- 26.3.** The Bidder declares that all the information provided are truthful information without concealment of any facts. In case, at any stage, it is found that any information given by the Bidder is false / incorrect / concealed, then SAI shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work and/or debarment/blacklisting etc. Without incurring any liability to the affected bidder(s) on the ground of SAI/SAI/MYAS's action.
- 26.4.** The Bidder declares that no effort has been used by the Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing. Such an effort shall result in non-consideration / rejection of its Bid.

27. INDEMNIFICATIONS AND LIABILITIES

- 27.1.** The bidder shall fully indemnify, hold harmless and defend MYAS/ SAI and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands,

actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to:

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

27.2. The Successful Bidder shall, at its own cost, obtain, maintain and submit a valid Professional Indemnity Insurance Policy Certificate covering errors, omissions, negligent acts, design deficiencies and professional liabilities arising out of services under this Contract.

- i. Minimum Cover – 1.5% of Estimated Project Cost.
- ii. Validity - Till completion of consultancy services plus defect liability period.
- iii. Renewal - Consultant shall renew policy continuously and Submit Renewal Policy Certificate

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

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

27.5. The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. For any infringement of Intellectual Property Rights (IPR) while providing its services under the Project.

27.6. The Successful Bidder shall at all times indemnify and keep indemnified SAI against any claims in respect of any damages or compensation payable in consequences of any accident, demise, or injury sustained or suffered by its (the Successful Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Successful Bidder.

27.7. The Successful Bidder shall at all times indemnify and keep indemnified SAI against and any claims by Employees in respect of wages, salaries, remuneration, compensation, or the like.

27.8. All claims regarding indemnity shall survive the termination or expiry of the Contract.

28. TERMINATION

28.1. SAI may terminate the Service Agreement:

- a. Immediately in case the Bidder/Service Provider is in direct breach of contractual terms and conditions and in the performance of its contractual obligations.
- b. Immediately, if the Bidder/Service Provider becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement.

- c. By giving 30 days' notice, if the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings
 - d. Immediately, if the Service Provider is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement.
 - e. Immediately, if the Service Provider submits to SAI a false statement which has a material effect on the rights, obligations, or interests of SAI.
- 28.2.** By giving 60 days notices for Any other reason as deemed fit by SAI The Successful Bidder may terminate the Agreement, by serving a 60 day written notice to SAI, if they reasonably determine and submit that they can no longer provide the Services in accordance with applicable law or professional obligations and in such scenarios, SAI reserves the right to forfeit the Performance Security after due evaluation.
- 28.3.** Authority may also terminate this Agreement in terms of Clause 29.

29. FORCE MAJEURE

- 29.1.** For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics quarantine restrictions, lockdowns and freight embargoes. The Successful Bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 29.2.** If a Force Majeure situation arises, the Successful Bidder shall promptly notify SAI, New Delhi in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by SAI, New Delhi in writing, the Successful Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 29.3.** If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, SAI may at its option terminate the contract without any financial repercussion on either side.
- 29.4.** 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.
- 29.5.** 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 and subsequent actions taken on similar lines described in above sub-paragraphs.
- 29.6.** 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.

30. DISPUTE SETTLEMENT MECHANISM

- 30.1.** 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 30.2.

- 30.2.** 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.
- 30.3.** Arbitration: If any difference or disputes arises under this RFP and/or the Agreement, as the case may be, which cannot otherwise be amicably resolved between the parties through Mediation, then such dispute shall be settled by way of arbitration and either Party shall be entitled to refer the dispute to Arbitration under Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof in force. The Arbitration shall be conducted before Arbitral Tribunal comprising of a sole arbitrator to be appointed with the mutual consent of the Parties or appointed by Hon'ble High Court of Delhi while deciding an application under Section 11 of the Act. The arbitration proceedings shall be conducted as per Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.
- 30.4.** The venue for arbitration shall be India International Arbitration Center, New Delhi in accordance with the D.O. No. A-60011/50/2023-ADR dated 05.04.2024 and the courts of New Delhi shall be vested with exclusive jurisdiction and the seat/venue of arbitration shall be at New Delhi and the language of arbitration proceedings and that of all documents and communications between the parties shall be English.
- 30.5.** The arbitration award shall be final, and the judgment thereupon may be entered in the courts of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- 30.6.** Each party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrator shall be shared equally by both the parties unless the award otherwise provides. It is further agreed between the parties hereto that such arbitration proceedings shall be completed within a period of eight (8) calendar months from the date of reference.
- 30.7.** The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of Arbitration proceedings.
- 30.8.** SAI shall have the right to bring an action seeking injunctive or other equitable relief before the courts at New Delhi, India if it reasonably believes that damages may not be an adequate remedy for any breach by the Bidder.

31. APPLICABLE LAW

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

32. RESERVED RIGHTS

- 32.1.** SAI reserves the right to;
- i. Accept/reject any of the RFP clause in full or part without assigning any reason thereof.
 - ii. Revise the requirement at a later stage as and when required.
 - iii. Amend, modify, relax, or waive/delete any of the conditions/ scope of work stipulated in the RFP wherever deemed necessary, even after award of work.
- 32.2.** In the event of any misstatement or misrepresentation being discovered or detected in the

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

- 32.3.** SAI will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if SAI decides to cancel the RFP process or for any reason whatsoever.
- 32.4.** The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal or costs incurred for providing any additional information required by SAI to facilitate the evaluation process.
- 32.5.** The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:
- Understood and examined the extent of the Rights, scope of Work and other information made available in writing by SAI, for the purpose of this RFP.
 - Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
 - Satisfy itself as to the correctness and sufficiency of the RFP.
 - Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with SAI or any of its government partners in relation to this RFP. Any clarifications and all information will be via e-mail only to es-sai@gov.in.

33. CORRUPT OR FRAUDULENT PRACTICES

- 33.1.** It is required by all concerned namely the Bidders/Successful Bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, SAI: -
- i. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question.
 - ii. Will declare a firm ineligible or debar/blacklist, either indefinitely or for a stated period of time, to be awarded a contract by SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.
 - 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.

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

34. CONFIDENTIALITY

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

34.2. The 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.

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

35. CONFLICT OF INTEREST

36. 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

37. TRANSFER AND SUB-LETTING:

- 37.1.** 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.

38. NEGLIGENCE

- 38.1.** 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.

39. 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.

40. 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.

41. 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.

42. VARIATIONS

No variation or modification in the scope or services under this Contract shall be effective unless issued in writing by the Client. The Consultant shall carry out additions, alterations or modifications without additional cost, provided such changes do not exceed 5% of the sanctioned cost of EPC contract and do not require reworking of completed stages/services.

Any change involving reworking, redesign or repetition of approved services, exceeding 5% of the sanctioned cost of EPC contract or resulting in additional consultancy effort, time or cost not attributable to the Consultant, shall be treated as additional scope of services and paid separately for the affected stage(s).

ANNEXURE 'I' | TERMS OF REFERENCE (TOR)

1. General

1.1. Sports Authority of India, (hereafter referred as "SAI") an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from Service Providers/Consulting Firms having sufficient experience and credentials to associate with SAI Providing Integrated Architectural Design and Project Management Services for Construction of Sports Infrastructure Project at Kandivali, Mumbai in Maharashtra.

2. About SAI

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

3. Project Brief

The project involves redevelopment of the existing 37 acre SAI Regional Centre at Kandivali, Mumbai in Maharashtra into an Elite training hub. Objective for upgradation and/or redevelopment of this facility is to create a world class sports infrastructure, athlete accommodation, sports science facilities and support services to strengthen India's high performance sports ecosystem.

The vision is to create an integrated training destination focused on Olympic medal potential disciplines, indigenous sports, athlete rehabilitation and long term talent development. The proposed center should have the ability to host national camps and advanced coaching programs. Proposed program components are listed below:

3.1. Proposed Program Components

- i. 400m synthetic full PUR 8 lane athletics track with field events and spectator seating
- ii. Two multipurpose indoor sports halls/arena

- iii. Swimming pool and hydrotherapy facilities
- iv. Boxing, Judo, Gymnastics, Fencing, Shooting, Badminton, Basketball, Squash, Table Tennis, and Strength & Conditioning zones
- v. Indigenous sports such as Kabaddi, Yoga, Mallakhamba, Kho Kho
- vi. Archery field with support facilities
- vii. Rock climbing wall and open fitness zones
- viii. High Performance Centre with rehabilitation, sports science, nutrition and psychology support
- ix. 400 bed athlete hostels (Boys & Girls)
- x. 116 room elite hostel
- xi. Staff quarters and Regional Director residence
- xii. Administrative block with offices, meeting rooms, seminar hall and cafeteria
- xiii. Parking, landscaped open spaces, internal roads and pedestrian circulation

4. Scope of Services

Client reserves the right to award separate work orders to one or more agency(ies) for Entire Scope or Stage 1 or/and Stage 2 or/and Stage 3 or/and Stage 4 or/and Stage 5 listed below. Payment shall be made accordingly as per Payment Milestone. Stages are listed/described below.

4.1. Stage 1 - Masterplan

Preparation and submission of Masterplan with optimal allocation of facilities, conceptual layouts for New and Upgraded works, Outline Estimate and Project Report for future implementation.

- i. Existing Context Analysis - Review site conditions, existing assets, regulations, infrastructure and design opportunities to identify constraints, gaps and development potential.
- ii. Survey Review - Examine available survey data and confirm its adequacy for design planning and project requirements.
- iii. Infrastructure Investigation - Assess existing utilities, amenities, and service capacity, including relocation needs and future upgrade requirements.
- iv. Operational Assessment - Evaluate site connectivity, accessibility, circulation, and overall operational efficiency of existing infrastructure.
- v. Concept Plan - Assess client requirements, site constraints and development potential to prepare and submit two to three concept plan options, including design brief, impact assessment and outline cost estimates of all broad program

components, for Client review and approval of the preferred option. The concept plan shall further integrate suitable new innovations, green technologies, sustainable design measures, and soft campus upgradation strategies aimed at enhancing functionality, aesthetics, accessibility, operational efficiency, environmental performance, and user experience of both proposed and existing facilities, wherever feasible.

- vi. The Consultant shall prepare and submit a detailed three-dimensional (3D) physical model of the approved Master Plan, enclosed in a transparent acrylic/glass/fibre casing, for display at the Regional Centre (RC). The model shall accurately represent all proposed facilities, circulation networks, landscape elements, and key project features.
- vii. **Deliverables for Stage 1** - Submit 2/3 options for Masterplan comprising of concept plan and design, outline estimate for program components including existing and / or proposed development along with presentation and spreadsheet and 3D walk through of approved concept plan and design with indicative images.

4.2. Stage 2 - Preliminary Project Report (PPR)

Preparation and submission of Preliminary Project Report (PPR) based on Approved Masterplan

- i. Stakeholder Consultation & Design Integration – Draw from discussions facilitated by SAI, with athletes, coaches, international/national federations/associations and other key stakeholders to gather inputs and incorporate the same into schematic design for review and approval from SAI.
- ii. Technical Integration & Compliance - Incorporate initial Engineering and Structural, Statutory Requirements Inputs into the approved masterplan with a view of fine tuning the schematic design and phasing, ensuring compliance with applicable bye laws and program development.
- iii. Schematic Design Development - Develop the approved masterplan into two to three schematic design options by integrating stakeholder inputs and technical requirements for review and approval of SAI.
- iv. Detail Scope & PAR Estimate - Develop the approved schematic design into site plans, area statements, detail scope of program components and preliminary cost estimates based on the approved PAR.
- v. **Deliverables for Stage 2** - Submit the Preliminary Project Report comprising Schematic Design, Detail Scope of Program Components and Preliminary Cost Estimate based on the approved PAR along with presentation and spreadsheet.

4.3. Stage 3 - Detail Project Report (DPR)

Preparation and submission of Detail Project Report including drawings and detail estimate for release of tender.

- i. Technical Integration & Compliance - Incorporate initial Engineering and Structural, Statutory Requirements Inputs into the approved masterplan with a view of fine tuning the schematic design and phasing, ensuring compliance with applicable bye laws and program development.
- ii. Technical Studies & Engineering Integration - Undertake or review soil investigation, surveys and other required site studies into design and drawings for release of tender.
- iii. Tender Drawings - Develop the approved schematic design into tender drawings including masterplan, building plans, sections, elevations, finishes and specifications.
- iv. Design Basis Report (DBR) - Prepare DBR covering architectural, structural, façade and MEP services including HVAC, electrical, lighting, firefighting, ICT, security, lifts/escalators, acoustics, drainage, waste management, water supply, sewerage, STP (if required), rainwater harvesting, landscape development, site services, irrigation systems and other specialist systems or external works as required under the program scope.
- v. The design and DPR shall be got proof checked by Consultant from any of the IITs/NITs/Institution, approved by CPWD/SAI. The consultant has the obligation to make as many required modification in the design and DPR incorporating the observation of above authority and re-submit the design and drawing.
- vi. Detailed Cost Estimate - Prepare detailed cost estimates with BOQ based on applicable Schedule of Rates (SOR) and rate analysis for non SOR items, wherever required.
- vii. **Deliverables for Stage 3** - Submit the Detailed Project Report comprising tender drawings including detailed masterplan, building plans, sections, elevations, finishes and specifications along with presentation. Detailed estimates with BOQ along with spreadsheet, DBR, Undertaken Site Studies, 3D walk through of approved detailed masterplan and program components with indicative images.

4.4. Stage 4 – Tender Documents and Issuance of LOA to Contractor (TDI)

Assist Client in preparation of tender documents, bid evaluation and issuance of LOA to contractor.

- i. Tender Documents - Assist in preparation and finalisation of tender documents based on Client's standard bid formats, including project requirements and recommended eligibility criteria for selection of the contractor.
- ii. Tender Process & Bid Evaluation - Assist Client in evaluation/review of bidder credentials, technical and financial bid, cost negotiations and issuance of Letter of Acceptance/Work Order.
- iii. **Deliverables for Stage 4** - Assist client with preparation of tender documents comprising of RFP/NIT, drawings, specifications, schedule of payment, project milestone, other related documents and evaluation/recommendations/review on eligibility criteria, technical and financial evaluation reports, negotiations and up to issuance of Letter of Acceptance.

4.5. Stage 5 - Project Management Consultancy (PMC)

The Consultant shall extend project management services for proper execution of work with respect to workmanship, quality assurance and control, adhering to the specifications, architectural & interior design, planning, landscape, services etc. Accordingly, the Consultant shall assist through coordination with Architects, Engineers, Supervisors and other supporting staffs.

- i. Brief Description of Tasks - Review layout, working, shop and GFC drawings and coordinated Building Information Modelling (BIM) prepared by Contractor.
- ii. Assist SAI in approving materials and samples. Inspect construction works at site, Clarify design intent and Support revisions required during execution.
- iii. Development of Work Methodology - Review contractors work methodology, mobilisation plans, program schedule, manpower deployment, equipment planning, scheduling tools, progress tracking systems and testing protocols for efficient execution.
- iv. Initial Assessment - Assist Contractor/Client in statutory clearances, utility availability, surveys, storage planning, laboratory setup, material logistics and readiness of site arrangements prior to commencement of construction works.
- v. Project Execution - Monitor construction activities, layout setting out, excavation, structural works, material compliance, adherence to drawings/BOQ and deployment of resources for timely execution.
- vi. Quality Control & Assurance - Evaluate material testing, workmanship quality, laboratory testing schedules, documentation of results, random checks and compliance with applicable standards and specifications submitted/prepared by Contractor.
- vii. Progress Review and Monitoring - Evaluate project monitoring tools, review milestones and critical path schedules, identify delays and corrective measures,

conduct review meetings and submit monthly/quarterly progress reports, conduct final inspections, advise on rectifications, assist in issuance of part/completion certificates and project handover.

- viii. Quantity Measurements, Billing and Finalization of Work Account - Assist in joint measurements, verification and certification of running/final bills, assessment of time extensions and quantity deviations and settlement of final accounts.
- ix. Statutory, Design and Audit Compliance, Safety Matters & Others - Review contractors compliance with statutory, safety, quality and service obligations and contractors execution plan for civil, field of play works, external/ancillary works including but limited to water supply, sanitary and sewerage systems, STP, electrical installations, DG/inverter systems, HVAC, landscape, façade and other works in accordance with approved designs and contract requirements.
- x. Upon completion of the project and/or major phases thereof, the Consultant shall prepare and submit a professionally developed audio-visual presentation/video of approximately 2–3 minutes duration showcasing the planning, development, construction progress, and completed infrastructure.
- xi. **Deliverables for Stage 5** - Submit Recommendation for Work methodology & Initial assessment to Project prepared by Contractor, Monthly & Quarterly reports comprising measurement records, bill verification reports, progress and review reports, compliance notes, approval recommendations, completion reports and deploy suitable site manpower for project supervision and monitoring.

NOTE:

- A. The Consultant shall submit all drawings, reports, models, and other deliverables for each stage of the assignment to SAI in both soft and hard copy formats. Soft copies shall include editable files (CAD, BIM, 3D models, etc.) and PDFs, while hard copies shall be submitted in the required number of sets as specified by SAI.***
- B. The Agency shall ensure that all designs, drawings, specifications, and tender documents prepared under this RFP conform to the applicable national and international standards, codes, and guidelines relevant to the sports infrastructure being developed.***
- C. The Consultant shall make presentations to SAI at each stage of the assignment, including submission of the Master Plan, PPR, DPR, tender documents, and key project milestones. Such presentations shall accompany the respective reports and shall incorporate observations, comments, and revisions as directed by SAI.***

5. Key Personnel*

S.N	Designation	Qualification	Location	Experience
1	Team Leader / Lead Architect	B. Arch	SAI HQ/Office as per Requirement	15 Years
2	Project Manager	BE/B. Tech (Civil)	At Site	12 Years
3	Sports Consultant	B.E./B.Tech (Civil)	SAI HQ/Office as per Requirement	5 Years
4	Site Engineer (MEP)	BE/B Tech/Diploma in Electrical Engineering	At Site	5 Years (BE/BTECH)/ 7 Years (Diploma)
5	QS Engineer (Civil)	BE/B Tech/Diploma in Civil Engineering	SAI HQ/Office as per Requirement	8 Years (BE/BTECH)/ 10 Years (Diploma)
6	Site Engineer (Civil)	BE/B Tech/Diploma in Civil Engineering	At Site	5 Years (BE/BTECH)/ 7 Years (Diploma)
7	Structural Engineer	BE/B Tech/Diploma in Civil Engineering	SAI HQ/Office as per Requirement	8 Years (BE/BTECH)/ 10 Years (Diploma)
8	Architect	B. Arch	SAI HQ/Office as per Requirement	5 Years

*For variations exceeding $\pm 5\%$ of the sanctioned cost of EPC contract, the requirement of Key Personnel shall be reviewed and revised, if required, based on the revised scope and project requirements, in consultation with the Client and the Consultant.

6. Deliverables

S.N	Stage	Key Deliverables	Duration from Commencement of Work (X) or Construction (Y)
1	1	Submission of Masterplan	X+6 Weeks
2	2	Submission of Preliminary Project Report	X+14 Weeks
3	3	Submission of Detail Project Report	X+24 Weeks
4	4	Assist in Preparation of Tender Documents & Issuance of Letter of Acceptance (LOA) to Contractor	X+40 Weeks
5	5	Execution of PMC Services	Y+2 Years and time required for handover of 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.

S.N.	Criteria	Document to be submitted online
I. General Documents		
1.	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per <u>Annexure IV</u> .
2.	Authorized Signatory	Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents. OR Signed and scanned copy of Board resolution in favour of Authorized signatory of the bidder. (Sample Attached at <u>Annexure VI</u>)
3.	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
II. Pre-Qualification Documents: Criteria as Mentioned in Clause 1 of Annexure III.		
4.	Bid Security	Required Documents for EMD/Bid security as per clause 11 of RFP. In case of exemption, supporting document along with Bid Security declarations at Annexure-XVI
5.	Consulting Credential	Annexure VII along with Work Order + Completion Certificate/ payment proof from client /certification from a Chartered Accountant certifying receipt of payment of the claimed project value
6.	Fit and Proper Person	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.
7.	DECLARATION not being Blacklisted	DECLARATION As per format at Annexure-XIV.
8.	Declaration as per GFR Clause 144 (xi)	Declaration as per format at Annexure XVIII
9.	Integrity Pact	The bidder shall submit two (02) original copies of the Integrity Pact on non-judicial stamp paper of ₹100 each, duly signed by the authorized signatory and notarized, strictly in the format prescribed at Annexure XVII. A scanned copy of the duly executed Integrity Pact shall be uploaded as part of the Technical Bid. In addition, the 2 nos. original copies shall be submitted at the following address: Room No. 11, Ground Floor, SAI HQ Equipment, Engineering Division, Sports Authority of India Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi-110003

		NOTE: The bid submitted without Integrity Pact (as part of technical bid as well as in hard copy) shall be summarily rejected.
10.	Declaration for Local Content	Certificate regarding local content in line with DPIITs Guideline for Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments. Declaration as per format at Annexure XV
11.	Legal Entity	Copy of Certificate of incorporation along with Permanent Account Number (PAN) and GST Certificate
12.	Annual Turnover	Copy of CA Certificate as per format at Annexure VIII
13.	Net worth	
III. Evaluation Criteria Documents: Criteria as Mentioned in Clause 2 of <u>Annexure III</u>		
14.	Team	CVs as per format at <u>Annexure IX.</u> along with declaration regarding availability from the part of the resource Also upload the deployment plan as per <u>Annexure IX B</u>
15.	Technical Presentation	Copy of Technical presentation should be submitted along with the proposal in pdf format. SAI reserves the right to call the bidder(s) to formally present the same through online medium or in person
16.	Past Experience of the firm	Annexure VII along with Work Order + Completion Certificate/ payment proof from client /certification from a Chartered Accountant certifying receipt of payment of the claimed project value
IV. Financial Bid		
17.	Financial Bid	As per format at Annexure XI, Price Bid Format. To be uploaded only in the Price Bid Section of GeM Portal. Submission as a part of Technical bid shall lead to rejection of the bid

Note:

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

ANNEXURE 'III' | ELIGIBILITY & EVALUATION CRITERIA

1. ELIGIBILITY CRITERIA

S. N.	Parameter	Criteria
1.	Bid Security /EMD	INR 25,53,000/- Scanned Copy of Proof of submission of EMD. In case bidder Seeking exemption, then the bidder must submit the requisite document under which exemption is sought along with Bid Security declaration as Annexure-XVI
2.	Bidders Credential	The Bidder shall have successfully completed at least seven (07) infrastructure consultancy assignments during the last seven (07) years as on the date of submission of the bid. Out of these, at least two (02) assignments shall relate to Architectural Design Consultancy and Project Management Consultancy (PMC) services, and at least two (02) assignments shall relate to consultancy services for Master Planning for Infrastructure projects. All the Seven assignments should have been executed for Central or State Government Departments/ Autonomous Bodies/PSUs. (Further, only those projects having a project value equal to or greater than 50% of the estimated project cost specified in this RFP shall be considered. Projects with a project value less than 50% of the estimated project cost shall not be considered for determining compliance with the eligibility criteria). Note: 1. Projects awarded to the bidder through subletting/sub-consultancy arrangements shall not be considered, unless such engagement was expressly permitted through Joint Venture (JV), Consortium, Arrangement for onboarding/engagement of associated consultants or any other mode of engagement not objected to by the Project Client. 2. Projects where the bidder was the lead or sole member of the contract will only be considered 3. For avoidance of doubt, the project value refers to the total value/cost of the project on which the Bidder has undertaken the work, and not the consultancy fee or professional fee received by the Bidder.
3	Fit and Proper Person	Bidder should be Fit and Proper person as per the criteria defined in this RFP document below eligibility criteria table
4	Declaration for Blacklisting	Bidder should not stand debarred/blacklisted by any Central/State Government sector/ Public Sector Units/ Autonomous bodies/ Public Sector Banks/ Statutory bodies due to corrupt, fraudulent or any other unethical business practices as on date of bid submission. As per format given at Annexure-XIV
5	DECLARATION As per GFR Clause 144 (xi)	DECLARATION As per format at Annexure-XVIII.

6	Integrity Pact	2 copies of Integrity Pact in original to be submitted as per Annexure-XVII on notarized stamp paper of Rs 100 as part of technical bid submission as well as in hard copy which may be submitted to below address on or before the bid submission end date and time: Room No. 11, Ground Floor, SAI HQ Equipment, Engineering Division, Sports Authority of India Jawaharlal Nehru Stadium Complex, Gate No.10, Lodhi Road, New Delhi-110003 NOTE: The bid submitted without Integrity Pact (as part of technical bid as well as in hard copy) shall be summarily rejected.
7	Declaration for Local content	DECLARATION As per format at Annexure-XV
8	Certificate of Incorporation	The Bidder should have been in continuous legal existence and active operation for at least seven (07) years as on the Bid Submission Due Date.
9	Net-worth	The Net worth of Bidder firm should not be negative as on 31st March 2026 and should not have eroded by more than 30% in the last 3 years ending on 31st March 2026
10	Average Annual Turnover	The Bidder must have an average annual turnover of at least INR 8.5 crore over the last three (3) financial years ending March 2026, of which at least fifty percent (50%) should be from consulting assignments. Note: Certificate by Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per Annexure VIII.
11	GST Certificate	Certificate of Registration Issued by Government of India

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

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

in the last 3 (three) financial years.

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

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 / Lead Architect (Min. Qualification – B. Arch) Professional Experience: 1.5 Marks 15 years to less than 18 years: 0.5 Marks 18 years to less than 22 years: 1 Mark 22 years or more: 1.5 Marks Experience of working in Sports infrastructure works: 1 Mark	2.5 Marks
b	Project Manager (Min. Qualification – B. Tech in Civil Engineering) Professional Experience: 1.5 Marks 12 years to less than 15 years: 0.5 Marks 15 years to less than 18 years: 1 Mark 18 years or more: 1.5 Marks Experience of working in Sports infrastructure works: 1 Mark	2.5 Marks
c	Professionally qualified regular staff in the in following categories	
i	Sports Consultant Nos. of Sports Consultant available with firm with qualification & experience as mentioned in clause 5 Annexure-I 2- 4nos.: 0.5 Marks 5-7 nos.: 1.5 Marks 8 nos. or more.: 2.5 Marks	2.5 Marks
ii	Site Engineers - MEP Nos. of Electrical/Mechanical available with firm with qualification & experience as mentioned in clause 5 Annexure-I 8- 10nos.: 0.5 Marks 11 to 15nos.: 1.5 Marks 15 nos. or more : 2.5 Marks	2.5 Marks
lii	Architect: Nos. of Architect available with firm with qualification & experience as mentioned in clause 5 Annexure-I 2- 4nos.: 0.5 Marks 5-7 nos.: 1.5 Marks 8 nos. or more.: 2.5 Marks	2.5 Marks
iv	QS Engineers: Nos. of QS Engineers available with firm with qualification & experience as mentioned in clause 5 Annexure-I 2- 4nos.: 0.5 Marks 5-7 nos.: 1.5 Marks 8 nos. or more.: 2.5 Marks	2.5 Marks

v	Structural Engineers Nos. of Structural Engineers available with firm with qualification & experience as mentioned in clause 5 Annexure-I • 2- 4nos.: 0.5 Marks • 5-7 nos.: 1.5 Marks • 8 nos. or more.: 2.5 Marks	2.5 Marks
vi	Site Engineers - Civil Nos. of Civil Engineers available with firm with qualification & experience as mentioned in clause 5 Annexure-I • 10- 15nos.: 0.5 Marks • 16 to 20nos.: 1.5 Marks • More than 20nos.: 2.5 Marks	2.5 Marks
2	Presentation	30 Marks
a	Methodology Understanding of Project and presentation on made before TEC: • Project Understanding & Site Challenges • Approach for Surveys, DPR, Master Planning & Approvals • PMC Methodology & Project Controls. • Sustainability & Green Building Strategy • Technology & Innovation	30
3	Past Experience of the firm	40 Marks
a	The bidder should have successfully executed Architectural Design Consultancy and Project Management Consultancy services during the last seven (7) years up to the bid submission date, with each assignment having capital cost/value of project (and not consultancy fee) equal to or greater than 50% of the estimated project cost specified in this RFP, for Central Government / State Government / Autonomous Bodies / PSUs. • 2 to 4 projects: 6 Marks • 5 to 7 projects: 8 Marks • 8 or more projects: 10 marks Additional 1 mark per project (max. 5 marks), where the capital cost/value of project (and not consultancy fee) is equal to or greater than 80% of the estimated project cost specified in this RFP, for which the bidder has provided Architectural Design Consultancy and Project Management Consultancy services: Note: • Projects where the bidder was the lead or sole member of the contract will only be considered. • Only Completed and/or substantially completed (at least 80% payments received) assignment shall be considered. • extension, if any, in the contracts will be considered as part of the original contract • Documents for evaluation: Annexure VII along with Work Order + Completion Certificate/ payment proof from client /certification from a Chartered Accountant certifying receipt of payment of the claimed project value.	10 + 5 marks

b	The bidder should have successfully executed Architectural Design Consultancy and/or Project Management Consultancy in Sports Infra during the last seven (7) years up to the bid submission date, with each assignment having capital cost/value of project (and not consultancy fee) equal to or greater than 25% of the estimated project cost specified in this RFP, for Central Government / State Government / Autonomous Bodies / PSUs. • 2 to 4 projects: 6 Marks • 5 to 7 projects: 8 Marks • 8 or more projects: 10 marks Additional 1 mark per project for project where the capital cost/value of project (and not consultancy fee) is equal to or greater than 50% of the estimated project cost specified in this RFP; subject to maximum of 5 marks Note: • Projects where the bidder was the lead or sole member of the contract will only be considered. • Only Completed and/or substantially completed (at least 80% payments received) assignment shall be considered. • extension, if any, in the contracts will be considered as part of the original contract • Documents for evaluation: Annexure VII along with Work Order + Completion Certificate/ payment proof from client /certification from a Chartered Accountant certifying receipt of payment of the claimed project value.	10+5 Marks
c	The Bidder should have experience in providing Architectural Design Consultancy and Project Management Consultancy services for residential and/or commercial building projects comprising multi-storeyed structures of at least three (03) storeys, for Central Government / State Government / Autonomous Bodies / PSUs. • 1–2 projects: 2 Marks • 3–4 projects: 4 Marks • 5 or more projects: 5 Marks Note: • Projects where the bidder was the lead or sole member of the contract will only be considered. • Only Completed and/or substantially completed (at least 80% payments received) assignment shall be considered. • extension, if any, in the contracts will be considered as part of the original contract • Documents for evaluation: Annexure VII along with Work Order + Completion Certificate/ payment proof from client /certification from a Chartered Accountant certifying receipt of payment of the claimed project value	5 Marks
d	Total Experience in providing Comprehensive Architectural Design Consultancy Services and/or Project Management Consultancy for completed Sports Infrastructure Projects in Govt. Organization/PSU/Govt. funded Educational Institute's/Autonomous bodies/Private Organization as on the bid submission date: 07-09 years – 3 Marks - More than 09 and upto 12 years – 4 Marks 12 years or more - 5 Marks	5 Marks

	Note: • Projects where the bidder was the lead or sole member of the contract will only be considered. • Only Completed and/or substantially completed (at least 80% payments received) assignment shall be considered. • extension, if any, in the contracts will be considered as part of the original contract • Documents for evaluation: Copy of Certificate Incorporation along with Work Order + Completion Certificate/ payment proof from client /certification from a Chartered Accountant certifying receipt of payment of the claimed project value	
3	Financial Experience Average Annual Turnover for three financial years ending on 31 March 2026 i. Rs. 8.5Cr to 11 Crs – 4 Marks ii. >Rs. 11 Crs and upto Rs.14 Crs– 6 Marks iii. >Rs. 14 Crs and upto Rs.17.5 Crs– 8Marks iv. >Rs. 17.5 Crs– 10 Marks Certificate by their Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per Annexure VIII.	10 Marks
Total Marks		100

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 70 marks (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.

ANNEXURE 'IV' | BID SUBMISSION FORM

To,
Sports Authority of India.

Sub: Selection of Architecture Firm and Project Management Consultant (PMC) for Providing Integrated Architectural Design and Project Management Services for Construction of Sports Infrastructure Project at Kandivali, Mumbai in Maharashtra

Dear Sir,

1. With reference to the RFP dated..... for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We having examined all relevant documents and understood their contents, hereby submit our Proposal 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 120 (One Hundred Twenty) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. I/ We, acknowledge and agree that SAI shall be entitled to forfeit the performance security without out protest and demur in case of any breach of terms and conditions of RPF/Agreement by us.
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/we certify that we fulfil the "Fit and Proper Person" criteria as mentioned in this RFP document.
9. I/we understand that SAI may cancel the Selection Process at any time and that SAI neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
10. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
11. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

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

undesirable practice, or restrictive practice.

- d. It is certified that the bidder is not directly 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 purchaser's Bid Reference No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto Sports Authority of India, New Delhi 110003 (hereinafter called the "Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

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

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

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

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

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, 20....

For
(Signature, name, designation, and address)

Witnesses:

1.

2.

Notarized Accepted

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

Notes:

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

ANNEXURE 'VII' | ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER

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

(i)	Assignment Name	
(ii)	Type of Project	
(iii)	Name, Contact No. & email of the Purchaser Representative:	
(iv)	Year in which Project took place	
(v)	Location of Project	
(vi)	Contract Value	
(vii)	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 VII(a), Annexure VII(b), Annexure VII(c)... for each different project.
2. Please provide proof of eligible projects undertaken with a copy of Successful Completion Certificate attached from the Purchaser. In case Successful Completion Certificate is not available, copy of work order/copy of agreement along with bank statement in respect of the same countersigned by CA must be submitted. The submitted testimonial MUST contain detailed description of work (Scope of Work and TOR) carried out by the Bidder.

ANNEXURE 'VIII' | ANNUAL TURNOVER

S. NO.	Financial Year	Annual Turnover (INR)	Annual Turnover From Consultancy Services (INR)	Net worth (INR)
1.	2022-23			
2.	2023-24			
3.	2024-25			
4.	2025-26			

Certificate from the Statutory Auditor

This is to certify that the average annual turnover of the bidder derived exclusively from consultancy services during the last three financial years is Rs. (Rupees **[Amount in Words]** only) out of a total turnover of Rs. (Rupees **[Amount in Words]** only), and that the net worth of the bidder as on March 31, 2026, is positive and the same has not been eroded by more than 30% (thirty per cent) in the last three financial years, ending on 31st March 2026.

Name of the audit firm:

Seal of the audit firm Date:

(Signature, name and designation of the authorized signatory)

Note:

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder.
- In case the requisite certificate for FY 2025-26 is not available, the corresponding certificate for FY 2022-23 shall be considered acceptable.

ANNEXURE 'IX' | FORMAT FOR CV

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

Education:

Name of Institution	Degree Obtained	Year of Obtainment

Countries of work experience:**Employment Record**

S. No	Name of Organisation	Position Held	Period From (MM/YYYY)	Period To (MM/YYYY)

Total Work Experience (in years)

Sports Domain Experience

S. No	Name of Organisation	Position Held	Period From (MM/YYYY)	Period To (MM/YYYY)

Total Work Experience (in years)

Brief Write-up of overall experience:**Work Experience:**

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

Certification:

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

Name of Expert/ Personnel**Signature****Date**

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

ANNEXURE 'IX- B' | DEPLOYMENT PLAN

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

S.N	Name	Designation	Qualification	Location	Experience
1		Team Leader / Lead Architect	B.Arch (PG Preferred)	SAI HQ/Office as per Requirement	15 Years
2		Project Manager	BE/B.Tech (Civil) and Masters in Construction/Project Management (Preferred)	At Site	12 Years
3		Sports Consultant	Experience with Sports Federation/Association	SAI HQ/Office as per Requirement	5 Years
4		MEP Lead	BE/B Tech/Diploma in Electrical Engineering	At Site	5 Years (BE/BTECH)/ 7 Years (Diploma)
5		QS Engineer (Civil)	BE/B Tech/Diploma in Civil Engineering	SAI HQ/Office as per Requirement	8 Years (BE/BTECH)/ 10 Years (Diploma)
6		Site Engineer (Civil)	BE/B Tech/Diploma in Civil Engineering	At Site	5 Years (BE/BTECH)/ 7 Years (Diploma)
7		Structural Engineer	BE/B Tech/Diploma in Civil Engineering	SAI HQ/Office as per Requirement	8 Years (BE/BTECH)/ 10 Years (Diploma)
8		Architect	B.Arch	SAI HQ/Office as per Requirement	5 Years

ANNEXURE 'X' | INSTRUCTIONS FOR ONLINE BID SUBMISSION

Please refer to GeM Portal for instructions on online bid submission

ANNEXURE 'XI' |PRICE BID FORMAT

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

S.N.	Name of Work	Service Charge (in Percentage) inclusive of all taxes (GST etc.)	Service Charge (in Words) inclusive of all taxes (GST etc.)
		1	2
I	Service Charge as an Architecture Firm and Project Management Consultant (PMC) for Providing Integrated Architectural Design and Project Management Services for Construction of Sports Infrastructure Project at Kandivali, Mumbai in Maharashtra	To be filled in Online mode in the BoQ available on GeM Portal only. Rate submitted in Technical bid may lead to disqualification.	

- 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 CONTRACT/AGREEMENT/MoU 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 Consultant)
For and on behalf of _____

(Name and address of the Consultant)

(Seal of the Consultant)

Date: _____

Place: _____

ANNEXURE 'XIV' |- Format for Undertaking towards not being

Blacklisted

I, the Authorized Signatory of M/s _____, hereby undertake and declare that the Company has not been blacklisted, debarred, or otherwise prohibited from participating in tenders/procurements by any Government Department, Regulatory Body, Central/State Public Sector Undertaking (CPSU/PSU), PSU Bank, Autonomous Body, Statutory Body, or any entity controlled by them under any Central/State Government Act, Rule, or regulation, or by any National/International Financial Institution, as on the Bid Submission Date.

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 'XV' |- 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 'XVI' |- Bid Securing Declaration

(To be submitted by bidder seeking EMD exemptions)

Bidder's Reference No. _____

Date.....

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

Ref: Tender Document No... for

.....

Sir/ Madam,

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

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

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

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

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

(Signature with date)

(Name and designation)

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

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place [insert place of signing]

DA:.....

ANNEXURE 'XVII' |- Integrity Pact

(Format of Integrity Pact) PRE-CONTRACT INTEGRITY PACT

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

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

WHEREAS the Buyer proposes to procure _____ (Name of the work/ goods/ services) and the Bidder/Seller is willing to offer against NIT No_____, aforesaid proposal of the buyer.

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

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

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

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

1.0 Commitments of the buyer

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

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

3.0 Commitments of the Bidder(s)

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

to secure it and in particular commit itself to the following:

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

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

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

4.0 **Previous Transgression**

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

5.0 **Earnest Money (Security Deposit)**

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

6.0 **Sanctions for Violations**

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

- x. In cases where irrevocable Letters of Credit have been received or are proposed to be opened in respect of any Contract, to withhold opening, negotiation, or operation of such Letters of Credit to the extent permissible under applicable banking norms and law.
 - xi. To forfeit the Performance Security in whole or in part for violation of this Pact, **in accordance with Clause 6.1(ii).**
- 6.2 The BUYER shall also be entitled to take any or all actions specified in Clause 6.1 (i) to (x) above in the event of commission by the BIDDER or by any person employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of any offence as defined under **Chapter IX of the Indian Penal Code, 1860, the Prevention of Corruption Act, 1988**, or any other statute enacted for the prevention of corruption.
- 6.3 The decision of the BUYER that a breach of the provisions of this Pact has been committed by the BIDDER shall be **final and binding**, subject to applicable law. However, the BIDDER shall have the right to approach the **Independent External Monitor(s) (IEMs)** appointed for the purposes of this Pact, in accordance with the procedure prescribed.

7.0 **FALL CLAUSE**

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

8.0 **Independent Monitors:**

- 8.1 The Buyer has appointed Independent Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission:
- i. Sh. Janak Digal,
Plot No. 1B/2, Sector-I1, CDA,
Markat Nagar, Cuttack,
Odisha - 753015
M. No. 09971116084
Email: janakdigal85@gmail.com
 - ii. Sh. P Mallikharjuna Rao, IFOS(Retd)
72, Prashasan Nagar,
Jubileehills, Hyderabad
M. No – 9440576170
Email: pmkrao72@gmail.com
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the authority designated by the Buyer.

- 8.6 The Bidder(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Buyer including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality.
- 8.7 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated authority of the Buyer/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the Buyer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

9.0 **Facilitation of Investigation**

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

10.0 **Law and Place of Jurisdiction:**

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

11.0 **Other Legal Actions**

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

12.0 **Validity**

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

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

(Buyer)

(Bidder)

(Office Seal)

(Office Seal)

Place : Date:

Place : Date:

Witness 1:

Witness 1:

(Name & Address)

(Name & Address)

ANNEXURE 'XVIII' | Declaration for GFR 144xi)

**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