

 Government eProcurement System		eProcurement System Government of India	
Tender Details			
		Date : 31-Oct-2025 02:40 PM	
		 Print	
Basic Details			
Organisation Chain	Sports Authority of India Head Office - SAI		
Tender Reference Number	01-15018/2/2025-HO - Media Division		
Tender ID	2025_SAI_883616_1	Withdrawal Allowed	Yes
Tender Type	Limited	Form of contract	Lump-sum
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No
Payment Instruments		Cover Details, No. Of Covers - 2	
Offline	S.No	Instrument Type	
	1	Demand Draft	
	2	FDR	
	3	NEFT	
	4	Bank Guarantee	
Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	RFP for Selection of Digital, Branding and Communication Agency
2	Finance	.xls	BOQ
Tender Fee Details, [Total Fee in ₹ * - 0.00]		EMD Fee Details	
Tender Fee in ₹	0.00	EMD Amount in ₹	1,00,000
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No	EMD Exemption Allowed	Yes
		EMD Fee Type	fixed
		EMD Percentage	NA
		EMD Payable To	Secretary, SAI
		EMD Payable At	New Delhi
Click to view modification history			
Work /Item(s)			
Title	RFP for Selection of Digital, Branding and Communication Agency		
Work Description	RFP for Selection of Digital, Branding and Communication Agency		
Pre Qualification Details	As per tender documents.		
Independent External Monitor/Remarks	NA		
Show Tender Value in Public Domain	No		
Tender Value in ₹	0.00	Product Category	Miscellaneous Services
Contract Type	Tender	Sub category	NA
		Bid Validity(Days)	75
		Period Of Work (Days)	61
Location	New Delhi	Pre Bid Meeting Place	NA
Pincode	110003	Bid Opening Place	New Delhi
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA
Should Allow NDA Tender	No	Allow Preferential Bidder	No

Critical Dates

Publish Date	31-Oct-2025 02:55 PM	Bid Opening Date	06-Nov-2025 03:00 PM
Document Download / Sale Start Date	31-Oct-2025 02:55 PM	Document Download / Sale End Date	05-Nov-2025 02:55 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	31-Oct-2025 02:55 PM	Bid Submission End Date	05-Nov-2025 02:55 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	RFP for Selection of Digital, Branding and Communication Agency	942.62	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	RFP.pdf	RFP for Selection of Digital, Branding and Communication Agency	925.85
	2	BOQ	BOQ_928753.xls	BoQ	336.50

Limited Bidders List

S.No.	Bidder Name	Bidder Login Id
1.	DOT COMMUNICATIONS AND MARKETING PVT. LTD.	dotcomtenders@gmail.com
2.	Eventkraft Marketing Solutions Private Limited	perry@eventkraft.in
3.	MAX PUBLICITY AND COMMUNICATION PVT LTD	contact.gov@themax.co.in
4.	Resources Events and Promotions	navtej.singh@resourcesindia.com
5.	SHRANKHALA	shrankhala100@gmail.com
6.	Span Communications	delhispan@gmail.com
7.	TATTVA CREATIONS PVT LTD	info@tattvacreations.com
8.	Venus Conferences & Exhibitions Pvt. Ltd.	venusexhibition@gmail.com

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	himanshu.s@nic.in	Himanshu Singh	HIMANSHU SINGH
2.	kailashmeena.sai@gov.in	Kailash Chand Meena	kailash chand meena
3.	dilipkumarsinghsai@gmail.com	DILIPKUMAR SINGH	DILIP KUMAR SINGH

GeMARPTS Details

GeMARPTS ID	EEICK8GBYK3L
Description	Limited tender for Selection of Digital, Branding and Communication Agency
Report Initiated On	31-Oct-2025
Valid Until	30-Nov-2025

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	DDG, Khelo India
Address	JLN Stadium, Gate No. 10, Stair No. 5, Khelo India office, New Delhi.

Tender Creator Details

Created By	Kailash Chand Meena
Designation	Assistan Director
Created Date	31-Oct-2025 02:17 PM

Sports Authority of India

"REQUEST FOR PROPOSAL"

(RFP)

For

Selection of Digital, Branding & Communication Agency

Date of Publication: 31.10.2025

This is limited tender for Event Management Agencies empanelled by Sports Authority of India, Ministry of Youth Affairs and Sports vide F. No. 01-23003(02)/1/2023-HO-Khelo India Division dated 01.03.2024 in "Category B"

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

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DISCLAIMER

1. The information contained in this Request for Proposal Document (hereinafter known as "RFP Document") or any information subsequently provided to Bidders in documentary form by or on behalf of Sports Authority of India (SAI) or any of their representatives, employees, or advisors (collectively referred to as "Representatives"), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
2. This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities, who are qualified to submit their Proposal ("Bid"). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for SAI or its Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.
3. This RFP contains information about the scope of work and the qualification process for the selection of the Bidder. The purpose of this RFP is to provide interested parties with information to facilitate the formulation of their bid pursuant to the Bid notice.
4. SAI and/or its Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP.
5. Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. The Authority, its employees and advisers make no representation or warranty as to the accuracy, reliability or completeness of the information in this bid and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
7. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
8. The Authority reserves the right to, but without being under any obligation to do so, amend or supplement the statements, information, assessment or assumptions contained in this bid at any time during the bidding process by way of revision, deletion, update or supplement and

annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

9. No objections raised by any Bidder(s) or any third party to such changes/modifications/additions/alterations as provided above, whether explicit or implicit, shall be entertained. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by the Authority
10. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.
11. The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to SAI or any of its respective officers, employees, advisors or agents.
12. SAI also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

1. NOTICE INVITING TENDER

Sports Authority of India, (hereafter referred as "SAI") an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from **Event Management Agencies empanelled by Sports Authority of India, Ministry of Youth Affairs and Sports vide F.No. 01-23003(02)/1/2023-HO-Khelo India Division dated 01.03.2024 in "Category B"** to associate with SAI as **Engagement of Digital, Branding & Communication Agency**. The detailed scope of work and deliverables are mentioned in ANNEXURE 'I', Terms of Reference for the Consultancy Services (TOR), of this RFP.

2. BID SCHEDULE & DATA SHEET

Date of Publication	31.10.2025
Bid submission end date	04.11.2025
Bid Validity Period	75 Days
Earnest Money Deposit (EMD)/ Bid Security	INR 1,00,000.00 Hard copy of the same may be submitted to in the office of DD, Secretariat, Khelo India Stair No. 5, Sports Authority of India (SAI) Gate No 10, JLN Stadium New Delhi 110003
Mode of Submission	Online-CPP
Opening of Technical Bid date	05.11.2025
Method of selection	Least Cost Selection (LCS) method (Minimum Qualifying Marks – 75 Marks)
JV/Consortium/Subcontracting	Not Allowed
E-mail for all correspondence	procurement.kheloindia@gmail.com

Note: This is limited tender for Event Management Agencies empanelled by Sports Authority of India, Ministry of Youth Affairs and Sports vide F.No. 01-23003(02)/1/2023-HO-Khelo India Division dated 01.03.2024 in "Category B"

INSTRUCTIONS TO BIDDERS

3. GENERAL INSTRUCTIONS TO BIDDERS

- 3.1. The eligible Bidders can download this RFP from the website: <https://sportsauthorityofindia.nic.in> & CPP Portal website: <https://eprocure.gov.in/eprocure/app>. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in Clause 2 of this RFP.
- 3.3. **Definitions and Abbreviations:** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
- 3.3.1. "Purchaser" means the organisation purchasing services as incorporated in this document i.e., Sports Authority of India (SAI).
- 3.3.2. "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.
- 3.3.3. Bidder" means Event Management Agencies empanelled by Sports Authority of India, Ministry of Youth Affairs and Sports vide F.No. 01-23003(02)/1/2023-HO-Khelo India Division dated 01.03.2024 in "Category B" submitting bids/Quotations/Tender.

- 3.3.4. "Bidding Documents" means all documents, including this RFP, provided to the interested Bidders to assist them in the preparation of their Bids in a uniform manner.
 - 3.3.5. "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.
 - 3.3.6. "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.
 - 3.3.7. "Government Authorities" shall mean any or all governmental authority / authorities of India or any subdivision thereof, whether national, federal, provincial, regional, state, county, municipal, local or other and any ministry, department, agency, entity or other body duly exercising executive, legislative, regulatory or administrative functions of government, including any other body which may exercise similar and any other municipal/ local authority having jurisdiction over the parties herein, and shall include any authority established through a statute or an act of the Government of India.
 - 3.3.8. "Intellectual Property Rights (IPR)" means all rights related to patents, trademarks, copyrights, trade secrets, and any other form of intellectual property created or used in connection with the services under this contract.
 - 3.3.9. "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.
 - 3.3.10. "Services" means services as mentioned in this document and other such obligations of the supplier covered under the contract.
 - 3.3.11. Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.
 - 3.3.12. "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.
 - 3.3.13. "Contract" means the written agreement entered between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
 - 3.3.14. "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them.
 - 3.3.15. "RFP" means this Request for Proposal issued by Sports Authority of India for the purpose as mentioned in this document.
 - 3.3.16. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as interest free Security Deposit.
 - 3.3.17. "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.
 - 3.3.18. "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.
 - 3.3.19. "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.
- 3.4. The Bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process on the e-Tendering portal as mentioned in Annexure VIII. This section also mentions the guidelines for submission of bids.
- 3.5. Due Diligence by the Bidders:

- 3.5.1. Bidders may before submitting their Proposals, examine the requirements at their own expense and obtain ascertain for themselves, at their responsibility and other information necessary for preparing Proposals.
- 3.5.2. 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.
- 3.5.3. 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. In case of any ambiguity that may arise between the original document and its official translation, SAI may choose to decide on such ambiguity and such decision of SAI shall be final and binding on the Bidder.

5. DOCUMENTS TO BE SUBMITTED

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

6. AMENDMENT TO BID DOCUMENTS

- 6.1. At any time prior to the deadline for submission of bid, the Purchaser may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid document by issuing suitable amendment(s) to it. Such an amendment to the bid document will be uploaded on SAI website: www.sportauthorityofindia.nic.in. 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 provide prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the deadline for submission of bids.

7. MODIFICATION/WITHDRAWAL OF BIDS

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

and removal from the empanelment if Bid is withdrawn/amended during the bid validity period and no plea shall be entertained in this regard.

8. CLARIFICATION OF BID DOCUMENTS

- 8.1. A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with SAI in writing. SAI will respond in writing to such request provided the same is received (by SAI) not later than 2 day for the issuance of the RFP. All enquiries should be sent to SAI through email only at (Insert Email Address). SAI shall not be responsible for ensuring that Bidder's enquiries have been received by them. SAI will endeavour to provide a complete, accurate, and timely response to all questions to all Bidders. However, SAI makes no representation or warranty as to the completeness or accuracy of any response, nor does SAI undertake to answer all the queries that have been posed by the Bidders. All responses given by SAI will be distributed/mailed to all the Bidders or posted on the online portal/website. All Bidders should regularly visit the portal for any updates/corrigendum.
- 8.2. Any clarification issued by SAI in response to query (ies) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

9. Document to be Submitted

- 9.1. Each Bidder should submit all the document as per Annexure II -

10. RFP PROCESS

- 10.1. RFP issued by SAI constitutes a request for Bids from eligible Bidders i.e Event Management Agencies empanelled by Sports Authority of India, Ministry of Youth Affairs and Sports vide F.No. 01-23003(02)/1/2023-HO-Khelo India Division dated 01.03.2024 in "Category B" to be Service Provider (after evaluation of eligible bidders), subject to the terms of this RFP, Tender Documents, and the Service Agreement.
- 10.2. This RFP is no more than a request for proposal, and it does not and is not intended to constitute a contract or a grant of any rights or licenses, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by SAI of the Bidder's Bid and the execution of the Service Agreement by both SAI and the Bidder/Service Provider.
- 10.3. This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and SAI reserves the right to withdraw the RFP and/or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid.
- 10.4. Upon selection of a Bidder by SAI, the Service Provider shall enter into a detailed contract/agreement ("**Service Agreement**") incorporating the provisions of this RFP and the successful Bid.
- 10.5. **Term of Association:** The term of association shall be from the date of execution till 2 month or until completion of all contractual obligation as per RFP, whichever is later, unless terminated

earlier by mutual consent of the parties involved. SAI reserves the right to renew/extend the contract in writing for a further period at the same price.

11. BID VALIDITY

- 11.1. The Bid shall remain valid for acceptance for a period of 75 days (Seventy-Five days) after the date of Bid Submission as prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, if the contract is not finalised, SAI reserves the right to request for extension of bid validity without changes in any terms and conditions of the RFP.
- 11.2. In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.
- 11.3. In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI, the Bid validity shall automatically be extended up to the next working day.

12. BIDPRICES

- 12.1. The Bidder providing services shall quote only in Indian Rupees.
- 12.2. The Bidder shall indicate in the Price Schedule provided on CPP Portal all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required.
- 12.3. If any firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- 12.4. Firm Price: The prices quoted by the Bidder/finalised by the authority shall remain firm and fixed during the currency of the Contract and will not be subject to variation on any account.

13. EARNEST MONEY DEPOSIT

- 13.1. The bidder shall furnish Bid Security for an amount of Rs 1,00,000.00 (Rupees one lakh only). The Bid Security is required to protect the Purchaser 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.
- 13.2. In case, as per notification of Government of India, the bidder falls in the category of exemption of Bid Security, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.
- 13.3. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.
- 13.4. 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 IV),
- 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 in CPP Portal).
- f) Valid Insurance Surety Bonds

- 13.5. 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 X** of the Bid Document.
- 13.6. The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. The Bid Security shall be valid for 120 days from the date of bid submission of the Technical Bid.
- 13.7. Earnest Money is required to protect the purchaser against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 13.8. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI in the Letter of Intent/ Notification of Award (NoA), its Bid Security/EMD will be forfeited.
- 13.9. 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.
- 13.10. Return of Bid Security/EMD: Bid security should be released to unsuccessful bidders once the contract has been signed with the winning Successful Bidder at the earliest after expiry of final bid validity and latest on or before the 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.
- 13.11. No forfeiture of EMD shall be made without prior written notice of at least seven (7) days to the Bidder specifying the grounds of proposed forfeiture and affording the Bidder a reasonable opportunity to respond. The decision of SAI thereafter shall be final.

14. BIDDERS QUERIES AND RESPONSES THERETO

14.1. All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person on the email id: procurement.kheloindia@gmail.com. The queries should necessarily be submitted on or before scheduled date and time mentioned in the following format:

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

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

14.3. Within reasonable time period from the issuance of the RFP. SAI will issue responses to all of the bidders' written queries, together with any other revised documents (if required).

14.4. Amendments to Bidding Documents:

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

15. SUBMISSION OF BIDS

15.1. Bids to be submitted online as per instructions in Annexure VIII_of the RFP.

15.2. SAI will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.

15.3. 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.

- 15.4. 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.
- 15.5. Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Bidders acknowledgement letter of bid submission at CPP Portal website: <https://eprocure.gov.in/eprocure/app..>
- 15.6. The bid is to be opened at the prescribed time and date as indicated in RFP Bid schedule. During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).
- 15.7. Financial bids of the technically qualified Bidders shall be opened online at the date, time and as intimated later on CPP Portal website: <https://eprocure.gov.in/eprocure/app..>. The authorized signatories/ representatives of such Bidders who wish to attend the financial bid opening may please do so by showing their bid acknowledgement slip.
- 15.8. 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.
- 15.9. The Bidders are required to upload the documents as per Documents to be submitted in Clause Annexure II of this RFP.
- 15.10. Bidders shall submit 'Online Bid' only in PDF/Scanned copy. Hard Copy of Bid documents will not be accepted.
- 15.11. The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
- 15.12. Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 15.13. All terms and conditions in the bid document shall stand freeze on the date of opening of the bid.
- 15.14. Each page of the bid documents submitted by the Bidder shall be signed and sealed by the Bidder or its authorized signatory.
- 15.15. The proof of work orders for claim of relevant experience should be dated on or after the date of registration of the firm/ company/LLP etc.

16. SCRUTINY OF BIDS

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

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

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

16.2. 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 75 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

16.3. 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.

16.4. 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/ e-mail etc. asking the bidder to submit their 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.

16.5. Discrepancies in Prices

- 16.5.1. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the submission of the Bid.
- 16.5.2. If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly
- 16.5.3. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and

- 16.5.4. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 16.5.5. If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed post/ e-mail etc. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.
- 16.5.6. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall prevail. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

17. EVALUATION CRITERIA

- 17.1. The Bids of bidders meeting the eligibility criteria at Annexure - III (eligibility criteria) above, will be evaluated based on the Least Cost Selection (LCS) method and the detailed evaluation criteria is mentioned in Clause 2 of **Annexure III- Eligibility & Evaluation Criteria**.
- 17.2. The Eligible bidder must get a minimum of **75 marks (out of 100 marks)** in the Technical Evaluation as per Clause 2 of Annexure III, Evaluation Criteria to proceed to opening of Financial/Price bid.
- 17.3. The Bid of the Technically Responsive Bidder (i.e. **scoring 75 marks or above**) who submits the lowest cost will be rated as the 'Best Bid' and will be declared as the successful Bidder.
- 17.4. Further, in the event that the bidders are still maintaining a tie, the bid from the bidder with the highest average turnover in the last 03 financial years ending March-2024, will be rated as the 'Best Bid'.
- 17.5. However, in case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid (as defined in 7.3.4 of Manual for Procurement of Goods/ Services 2017 issued by Department of Expenditure), SAI may waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI.

18. DECLARATION OF SUCCESSFUL BIDDER

- 18.1. Prior to the expiration of the validity period for the Bid, SAI will notify the successful Bidder in writing by Notification of Award that its Bid has been accepted. SAI will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and SAI shall discuss and enter into a mutually agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Bidder and shall not have terms and conditions more onerous on the Service Provider than those contained in the RFP.
- 18.2. The failure of SAI and the successful Bidder to agree to the terms and conditions of the Service Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals.
- 18.3. 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.
- 18.4. 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

19. PERFORMANCE SECURITY

- 19.1. In order to ensure the due performance of the awarded contract, the Service Provider/Successful Bidder shall, within 14 (Fourteen) days of receiving the Notification of Award (NoA) and before signing of the Service Agreement with SAI, furnish an irrevocable bank guarantee (Annexure X) for an amount of 03% 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 penalty. The penalty shall not exceed further seven (07) days beyond which SAI reserves the right to terminate the contract at its sole discretion without any liability, forfeit any payments due to the Bidder, and invoke the Performance Security, if applicable. In case of termination, the Bidder shall be debarred and blacklisted from bidding for any future tenders of SAI for a period of two (02) years and also shall be removed from the empanelled list of Event management agencies, without prejudice to any other rights and remedies available to SAI under the laws of the land.
- 19.2. The Performance Security shall be submitted in the form of an unconditional Bank Guarantee or other valid formats like Fixed Deposit/Demand Draft/ Valid Insurance Surety Bonds/ 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 **DD, Secretariat, Khelo India Ramp No. 5, Sports Authority of India (SAI) Gate No 10, JLN Stadium New Delhi 110003** and/or intimated to the office through mail.
- SECRETARY, SAI,
Union Bank of India
Account No: 108510100032325,
IFSC No. UBIN0810851
- 19.3. The Performance Security shall be valid for a period of 60 (Sixty) days from the date of expiry of all contractual obligations. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by SAI. It may require revalidation from time to time as the case may be.
- 19.4. 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.
- 19.5. In the event of any failure/any breach or violation on the part of the Service Provider, which is not cured within reasonable time from receiving a written notice of such failure from SAI, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by SAI, terminate the agreement without further notice, recover damages, blacklist the Bidder and pursue any other remedies available under the law.
- 19.6. The bid of the bidder shall stand expired only when the successful bidder has furnished the required performance security and signed the agreement.
- 19.7. 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.

20. SCOPE OF WORK &TIMELINES OF THE PROJECT

- 20.1. The term of association shall commence from the date of execution and shall remain valid for a period of two (02) months or until the completion of all contractual obligations as stipulated in the RFP, whichever is later, unless terminated earlier by mutual consent of the parties. SAI reserves the right to extend or renew the contract in writing for a further period of one (01) month on the same terms and conditions, including the price.
- 20.2. The scope of the work requires the successful bidder to successfully execute services as mentioned in TOR. The scope of work as indicated is tentative and the requirements may evolve over time, SAI reserves the right to increase or decrease the quantity/work as per the requirement without any change in the unit price and other terms & conditions quoted by the bidder during the period of contract subject to a variation of 15% of the total cost of the tender. The tentative detailed scope of work during the contract period is mentioned in Annexure I.

21. TERMS OF PAYMENT

- 21.1. The price quoted shall remain fixed for the entire duration of the contract (as quoted at Annexure XI).
- 21.2. The payment shall be made on quarterly basis subject to submission of invoice (3 copies) of the work describing the services delivered during the preceding quarter, achievement of quarterly targets as verified and approved by SAI against the module and at rates finalised in the financial bid.
- 21.3. Payment with respect to translation of the content shall be as per rates prescribed by National Translation Mission (<http://www.ntm.org.in/default.aspx>) for translation, copy editing and proof reading.
- 21.4. In case the agency is required to cover events in any place outside NCR area, the agency shall only be reimbursed for bills related to travel (to & fro from Delhi to place of coverage) and accommodation (hotel), subject to prior written approval of SAI. The tickets will either be arranged by SAI or the agency shall have to produce receipts for the expenditures made for the purpose of reimbursement. The type and class of accommodations and travel arrangements shall be on similar lines as available to an Assistant Director in SAI. If the travel is planned with dignitaries, then the accompanying staff may be able to travel in the same mode of transport.
- 21.5. Payment must be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at source) as per the current Income-Tax Act and /or any other Govt. Orders / rules. The service provider shall be liable for taxes such as GST or any other applicable tax.
- 21.6. SAI will pay the amount as per the invoice by way of e-transfer/RTGS/NEFT through public financial management system, subject to satisfactory work and other parameters as may be defined by SAI

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 and also remove the bidder from the empanelment list, 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 Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of SAI, such offices, and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of work. Any failure to meet the required service quality standards or operational timelines shall entitle SAI to levy penalties, withhold payments, and/or terminate the contract.
- 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 to complete the deliverables as per timelines mentioned in Scope of Work. However, the manpower as deployed by the Bidder, shall remain in the employment of the Bidder for all purposes and there shall be no employer-employee relationship between SAI and personnel employed by the Bidder. The relationship between SAI and the Bidder shall be on principal basis only. Furthermore, SAI shall have no responsibility or liability concerning the deployed manpower, including but not limited to their welfare, performance, compensation, or any employment-related matters.
- 22.11. 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.
- 22.12. The Bidder shall be solely responsible for ensuring timely payment to its employees, staff 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
- 22.13. 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.
- 22.14. The bidder has to ensure proper deployment of resources at site during all phases and the deployment plan should be communicated to the purchaser in advance.

23. PENALTY

- 23.1. In case the Service Provider fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, SAI reserves the right to impose the penalty @ 0.50% of payment for work order/agreement per day subject to a maximum 10% for the total cost. However, the total

penalty levied during the project duration (total cost) shall not be more than 10% of the total quarterly cost.

- 23.2. The bidder will be liable for a deduction for deviation in the work product in accordance with following:

Range of Deviation in the work products against any/each key deliverables mentioned as per clause-B of Annexure-I (Terms of reference)	Penalty (%)
10% - 15%	2% of the total cost of the tender.
15% - 20%	4% of the total cost of the tender.
20% - 25%	6% of the total cost of the tender.
25% - 30%	8% of the total cost of the tender.
30% - 35%	10% of the total cost of the tender.
More than 35%	SAI reserves the right to terminate the contract.

- 23.3. Key personnel often possess specialized knowledge, skills, and experience crucial to the success of specific projects or the overall functioning of the organization. Their departure may result in a loss of valuable expertise which may result in difficulty in execution of Project. If the resources deployed resigns or is to be replaced by the selected Bidder, penalty shall be levied by THE PURCHASER as per the stipulated General Instructions on Procurement and Project Management mentioned in the OM NO. F.1/1/2021-PPD dated 20.10.2021 by the Ministry of finance.
- 23.4. Though replacement of key personnel after initial deployment can be allowed only in compelling or unavoidable situations and the substitute shall be of equivalent or higher credentials. The Replacement request can only be entertained in following conditions:
- 23.5. Unless that Key Resource resigns, is terminated for cause, dies, is long-term disabled; In such an event, THE PURCHASER Shall be immediately intimated.
- 23.6. Or Without THE PURCHASER's prior written consent
- 23.7. The PURCHASER shall not be subject to any Penalty in case the Key Resource is removed by the PURCHASER.
- 23.8. If the performance continues to be poor beyond what is stipulated in 21.1 above SAI reserves the right to:
- I. Cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the SAI.
 - II. 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.
- 23.9. No Penalty will be imposed for delay attributable to SAI or reasons which fall within the definition of Force Majeure as per clause 28 of this RFP.
- 23.10. The Purchaser will make payment after necessary deductions of penalty.

- 1.1 For delay in service deliverables reasons not pertaining to selected bidder, the Purchaser shall take decision on extension of such timelines and levy of penalty. However, in the event SAI considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.

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 will 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.
- 24.14. Effective Date of Contract: The Contract shall become effective on the date of issue of Notification of Award (NOA) (the "Effective Date") and shall remain in force until all obligations of both parties under the Contract have been fulfilled. The delivery of goods, supply of items, and performance of services shall commence from the effective date of the supply order.
- 24.15. It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to barring of the bidder from all Sports Authority of India tenders/RFPs for a period of 3 (three) years.

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

- 25.1. Intellectual Property Rights for any property and documents (including creatives, design, banners etc.), if developed exclusively for this project shall lie with the Purchaser in perpetuity for all purposes. The Intellectual Property Rights of all the creatives, design, 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. At the end of the contract period, final documentation along with all data (collected from SAI) shall be provided by the selected bidder to Purchaser with all updates and modifications failing which may lead to revoking the performance security by Purchaser.
- 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. HANDOVER

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

27. REPRESENTATIONS AND WARRANTIES

- 27.1. 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.
- 27.2. 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.
- 27.3. 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 and removal from the empanelment list without incurring any liability to the affected bidder(s) on the ground of SAI/MYAS's action.
- 27.4. 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.

28. INDEMNIFICATIONS AND LIABILITIES

- 28.1. 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.
- 28.2. SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI's action.
- 28.3. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SAI or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and SAI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.
- 28.4. The Bidder hereby undertakes that SAI shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Operator or any

of his contractors/ sub-contractors/ sub-contractor. The Bidder shall indemnify and keep indemnified SAI against all such damages and compensation, all claims' proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto

- 28.5. The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPRs) while providing its services under the Project.
- 28.6. 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.
- 28.7. 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.
- 28.8. The Bidder shall indemnify and keep indemnified SAI for any losses/penalties on this account levied by any judicial/statutory authorities/courts on the Bidder.
- 28.9. The Bidder hereby indemnifies SAI against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Bidder or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 28.10. All claims regarding indemnity shall survive the termination or expiry of the Contract.

29. TERMINATION

- 29.1. SAI may terminate the Service Agreement by serving written notice of 30 days:
 - a. Immediately in case the Bidder/Service Provider is in direct breach of contractual terms and conditions and in the performance of its contractual obligations.
 - b. In the event services of the Bidder are not satisfactory or up to the mark.
 - c. If the Bidder/Service Provider becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement.
 - d. If the Bidder/Service Provider fails to comply with any final decision reached as a result of arbitration proceedings
 - e. If the Bidder/Service Provider is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement.
 - f. If the Service Provider submits to SAI a false statement which has a material effect on the rights, obligations, or interests of SAI.
 - g. Any other reason as deemed fit by SAI
- 29.2. Payment upon Termination: In the event of termination of this Agreement, SAI shall, after adjusting any outstanding amounts owed by the EMA, promptly make payment to the EMA for services satisfactorily rendered up to the effective date of termination. The payment shall reflect the value of the services provided up to the termination notice, subject to any recoverable dues or adjustments.
- 29.3. Consequences of termination: In the event SAI terminates agreement in whole or in part pursuant to conditions of agreement, SAI may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the EMA shall be liable to

SAI for any excess cost for such similar services. However, the EMA shall continue the performance of the agreement to the extent not terminated and the EMA shall have no claim to compensation for any loss that he may thus incur on account of the action of SAI.

30. FORCE MAJEURE

- 30.1. 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.
- 30.2. 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.
- 30.3. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 7 (Seven) days, SAI may at its option terminate the contract without any financial repercussion on either side.
- 30.4. 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.
- 30.5. 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.
- 30.6. 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.

31. DISPUTE SETTLEMENT MECHANISM

- 31.1. 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 31.2.
- 31.2. **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.

- 31.3. **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.
- 31.4. 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.
- 31.5. 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.
- 31.6. Each party shall bear the cost of preparing and presenting its case and the cost of arbitration,
- 31.7. 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.
- 31.8. 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.
- 31.9. 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.

32. APPLICABLE LAW

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

33. RESERVED RIGHTS

- 33.1. 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.
- 33.2. 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.

- 33.3. 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.
- 33.4. 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.
- 33.5. 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 procurement.kheloidia@gmail.com. No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFP.

34. CORRUPT OR FRAUDULENT PRACTICES

- 34.1. 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.

- 34.2. 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."

35. CONFIDENTIALITY

- 35.1. 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.
- 35.2. 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.
- 35.3. 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.

36. CONFLICT OF INTEREST

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

37. TRANSFER AND SUB-LETTING

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

38. NEGLIGENCE

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.

Annexure-I TERMS OF REFERENCE (TOR) FOR SELECTION OF DIGITAL BRANDING AND COMMUNICATION AGENCY

1. Scope of Services

Sports Authority of India (THE PURCHASER) proposes to appoint Digital, Branding and Communication Agency for enabling its mass communication activities which shall include the strategic planning, provision, creation and amplification of content, and/or placement of branding, research, advertising, marketing, consulting, creative, and/or digital services for the PURCHASER as to create a strong voice towards sports and reach to the last mile on internet domain on real time basis. This shall help in promoting the activities and initiatives of:

- Ministry of Youth Affairs and Sports (MYAS),
- Sports Authority of India,
- Khelo India,
- Fit India,
- National Centers of Excellence (NCOEs),
- Target Olympic Podium Scheme

Accordingly, showcase how MYAS and THE PURCHASER enables and empower the multisporting ecosystem in the country. The online/offline engagement with citizens of the country should be able to create a positive buzz of the Indian athletes. The agency should have capability to multiply the reach of content and promote content organically on various social media platforms.

Presence of THE PURCHASER and its affiliates on social media is tabulated below:

Social Media Channels	Facebook	Instagram	You tube	X	WhatsApp Channels	Linked In
SAI	↗	↗	↗	↗	↗	↗
Khelo India	↗	↗	↗	↗	↗	↗
Fit India	↗	↗	↗	↗	↗	↗
Any additional handle under the umbrella of SAI	↗	↗	↗	↗	↗	↗

The scope of work will include the following heads:

- Brand planning and management
- Account Management
- Content creation, curation, and publishing
- Online reputation management

The above heads will contain, but not be limited to the following activities:

1.1. Brand planning and management

There are 4 [four] distinct brands in brand planning and management bucket:

- Ministry of Youth Affairs and Sports

- II. Sports Authority of India,
- III. Fit India; and
- IV. Khelo India.

- a) Each brand has a separate identity and a different target audience. The agency must be able to build the brands with their distinct identities by ensuring different campaigns, different content and engagement for users.
- b) Develop an annual brand communications strategy Report that builds up on strategic priorities of MYAS and THE PURCHASER (including its verticals) which may largely focus on promotion of its policies, wellbeing of athletes, and enhanced connect with the audience. (The report should be submitted quarterly to THE PURCHASER covering all major strategy for the upcoming campaigns of all the brands)
- c) Conceptualize and develop communication and promotional strategy and suggest tools to execute the same. (The Detailed plan must be shared quarterly to THE PURCHASER)
- d) Develop consistency in brand elements (The report should consist of all creative work and open files) to ensure a sophisticated look, which must reflect the values and vision of THE PURCHASER, across all channels by defining:
 - e) Brand colours
 - f) Brand fonts
 - g) Visual guidelines
- h) Popularize the efforts of Indian athletes and Coaches through Social Media Handles and Online/Offline Media participating in all major national and international sporting event and events organized by MYAS and THE PURCHASER.
- i) Provide strategic counsel for advertising of various schemes of MoYAS and THE PURCHASER, acts and related activities.
- j) Design a content calendar, charting out all the planned events on daily and monthly basis and execute the same post approval by THE PURCHASER officials (visibility of social posts published and forthcoming scheduled posts across multiple social platforms). The calendar will be primarily proactive and planned aimed to drive the objectives of this program. The content calendar will complement the day-to-day developments and aim to bring coherence to the story telling. (The same shall be shared with THE PURCHASER at the start of each month).
- k) **Strategy for Online Crisis communication-** In the event of unforeseen occurrences, which may have potential of creating negative perception about the MYAS/THE PURCHASER, the Agency will have to take proactive steps to help the THE PURCHASER representatives communicate effectively using various channels as deemed fit. Should have credible contingency plan to effectively handle crisis and emergencies.
- l) Undertake special campaigns of up to 10 days to be executed every two months to increase the visibility of THE PURCHASER and MYAS on their respective platform.

1.2.Account Management

- a) Maintain and upgrade/ improve accounts on (social platforms which already stand created) and if required create accounts on additional platforms for MYAS, THE PURCHASER, Regional centers or any other social media handle under THE PURCHASER umbrella including but not limited to Facebook, Instagram, Twitter, You Tube, WhatsApp Channels, LinkedIn and other platforms which may emerge in the future (Not to be more than 2). Additionally, get all the handles verified.
- b) Creation of relevant mechanisms wherein the participation of targeted audience can be invoked.
- c) To ensure that the platforms are functional, updated and well managed.
- d) Manage the daily configuration, optimization and distribution of content across all channels.
- e) Give all the accounts a new look every month by putting up new creatives in line with overall theme/ strategy approved by THE PURCHASER for the period of engagement.
- f) Provide daily informative and promotional updates on all the platforms in consultation with

THE PURCHASER officials.

- g) Publicize all planned events on all the platforms.
- h) Manage the daily configuration, optimization and distribution of content across all channels.
- i) Expand the reach and penetration of activities, citizen participation via different channels.
- j) Provide amplification of Digital Marketing Communication and Messaging through planning and execution of a Digital Marketing activity across Non-Paid avenues.
- k) Enhance audience engagement on all channels through designing and implementing contests, campaigns & promotions, etc., for generating awareness of people on various schemes, generate buzz about MYAS's and THE PURCHASER's activities and engage citizens over its initiatives.
- l) To ensure 10% annual increase in the number of followers on each channel.

1.3.Content Creation and Designing, Curation and Publishing

- a) Develop content and creatives, define content strategy based on channel, audience, etc., develop content as per themes and key pillars, ensure approved content is shared, achieve high user engagement across social channels. (For Clarifications the Content shall mean, any form of Graphics, Videos/Digital films, PowerPoint presentations, Animations GIF, Images/Photos, Infographics, Posters/Flyers, Text/blogs, Audios/Podcasts/Jingles (could be used for publishing on Radio), Short Film documentaries, Training films, New age innovative adapts etc. It may be noted that the Purchaser work will be required on the campaign basis)
- b) The primary language for content creation shall be official languages i.e., English and Hindi. It is to be noted that the content may be required to be translated in other regional language. (If Bidder shall create content in other languages that will be termed as additional work and separate payment shall be made from THE PURCHASER)
- c) Designing of various marketing and branding advertisements including digital and print media.
- d) Content should be focused on largely four types of audience:
 - I. Athletes and Sports professionals
 - II. Fitness enthusiasts
 - III. Sports loving audience of the country other stakeholders including sports federations, Sports NGOs and media etc.
- e) conceptualize and produce video content which could be documentary, interviews, short films, etc. Minimum recommended technical specifications for video production
- f) Recommended video dimensions are 1280 x 720 for Landscape and Portrait
- g) Minimum width is 600 pixels
- h) Landscape aspect ratio is 16:9
- i) Portrait aspect ratio is 9:16 (if video includes link, aspect ratio is 16:9)
- j) Mobile renders both video types to aspect ratio 2:3
- k) Recommended video formats are .MP4 and .MOV or any other format as required by THE PURCHASER
- l) Ideate to engage with pool of celebrities along with THE PURCHASER for content production or some special activities.
- m) Understand how the target audience is interacting with content published, from keyword watch systems to issues response and reporting.
- n) Capture, analyze and measure the performance of content published, from platform metrics to sentiment analysis to competitive benchmarking.
- o) Creative content generation, recreate or convert the content and repackage the available content.
- p) The content may be of various forms such as graphics, smart art, animations (static or dynamic), story board etc., design on subject of Government schemes and programs and policies, etc.
- q) Ensure that all content used for digital engagement is appropriate for audience engagement.

- r) Agency would be responsible to make the content viral on the internet to the extent possible and other sites.
- s) This will make the schemes and policies of Government relating to sports, to reach on various platforms to the last mile on internet domain in real time basis.
- t) All the content to be published on any handle shall be duly approved by the internal authorities
- u) within MYAS and THE PURCHASER and it shall be the sole responsibility of the agency that the correct content is posted on all handles.
- v) Ensure the archiving of the content/data/images/videos etc. and submitting it to the THE PURCHASER in the form of metadata. This will be done a hard disk or Google Drive on a monthly basis.
- w) Repackage the content (videos and photographs) into suitable formats (video packages and others). Such repackaging would be required on need basis and shall not be considered a routine activity.
- x) Hashtag (#) management to ensure content discovery, branding and visibility, promotion, and drive high engagement.
- y) Create conversations about the trending topics.
- z) Booklet designing
- aa) To capture Live events if required using only existing key resources
- bb) Assist in accelerating content discovery, awareness and engagement through own strategy with unpaid promotion capabilities.
- cc) The Platforms Content to be developed must be operational on all electronic devices such as PCs, Laptops, Mobiles, TV, News media, Tablets, and any new age technology platform, failure of anyone of which shall be considered an incomplete execution of the Work Order.

1.4. Online reputation management

A. Listening Service

THE PURCHASER intends to understand the public sentiments through one or more of the following modes:

- Social sites presence (Facebook, Twitter, Linked In, Instagram, You Tube etc.)
- Active Postings
- Social Media Analytics
- Predictive listening and trend spotting
- Complete merger of pages/handles/account on various channels of other entities as and when the need arises. The Agency should have the ability to monitor billions of conversations and generate text analytics based on predefined criteria. It should also determine sentiment of the speaker or writer with respect to some topic or document. The information gathered can guide the THE PURCHASER's public relations department in assessing the effectiveness of communication strategies. Indicatively, following are some of the utility areas of the social listening solution:
- Track reach and spread of messages and press releases
- Continuously monitor conversations
- Spot emerging trends, discussions themes and topics
- Multilingual capability

B. Response Management

Developing response management framework, creating first level responses, adhering to response turnaround time as defined by the THE PURCHASER, MIS reports on a daily, weekly, fortnightly and monthly basis with sentiment analysis specific to

service, brand, etc., monitoring conversations, feedback received. The agency needs to carry out the work listed below:

- a) The Agency will formulate a Response Mechanism involving all stakeholders (viz. Agency, THE PURCHASER and Contact Centre) where end-to-end tracking of the response is possible
- b) The Agency will develop an automated system for response management and escalation with facility to prioritize posts
- c) 1st level of response should be made by the agency on real time basis in consultation with THE PURCHASER. THE PURCHASER will be responsible for giving the first rough draft of the response. Agency will clean the content to make it in line with messaging, make the creative (if needed) and share with THE PURCHASER for approval post receiving the first cut from THE PURCHASER.
- d) The Query/Complaint must be brought to the notice of THE PURCHASER official within 24 hours and once approved response is received, it should be uploaded on real time basis
- e) User interaction would initially be done in Hindi and English only to be extended to other languages subsequently on need based basis.
- f) The status update of these complaints/queries is to be provided based on the predefined response authorized by THE PURCHASER or any other response received from
- g) Feedback/Comment Management on regular basis, moderation of pages on regular basis to keep the site free from spam/ advertisement/ inappropriate contents, appropriate tagging etc.

1.5. Other Miscellaneous work

Other related and miscellaneous work includes designing of reports, backdrops, standees and other branding material for THE PURCHASER/MYAS events, providing monthly strategic inputs for creative campaign of MYAS and THE PURCHASER (including its verticals).

Important Notes:

- Any activity which may potentially involve social media buying including influencer engagement would be budgeted separately out of this scope of work and the budget would be decided by THE PURCHASER.
- It will be binding to follow the Framework and Guidelines for Use of Social Media for Government Organizations issued by the Department of Electronics and Information Technology (IT) Act, 2000 and rules made thereunder as amended from time to time and any other applicable laws.
- All Intellectual Property displayed on these platforms shall belong to THE PURCHASER exclusively, and any Intellectual Property Rights emanating from such content shall vest solely and exclusively with THE PURCHASER. Further all works developed and created by the Bidder in pursuance to this RFP shall for all purposes belong to THE PURCHASER and all Intellectual Property Rights shall be deemed to be vested in THE PURCHASER.
- The Bidder is also advised that the operation of the Social Platforms shall fall under the purview of the Right to Information Act, 2005. Thus, it must understand the laws provided there under and must answer such queries only after consultation with THE PURCHASER.
- The Bidder shall provide the team with requisite hardware and software (Laptops, Camera, Drones, Tripod, Listening Tool etc.) required to execute the scope of work defined above
- In case the Bidder is required to cover events in any place outside NCR area, the Bidder shall only be reimbursed for bills related to travel (to & fro from Delhi to place of coverage) and accommodation (hotel) and food. The tickets will either be arranged by THE PURCHASER or

the agency shall have to produce receipts for the expenditures made for the purpose of reimbursement. The type and class of accommodations and travel arrangements shall be on similar lines as available to an Assistant Director in THE PURCHASER. If the travel is planned with dignitaries, then the accompanying staff may be able to travel in the same mode of transport.

2. Deliverables and timelines

The timeline for milestones / deliverables identified shall be as follows:

#	Key Deliverables	Expected Units during period of contract)	Timelines with (T=LoA issued)
Module 1: Brand planning and management			
1.	Submission of Outreach strategy and communication plan	1	30 To be submitted every 2 months / period of contract
2.	Submission of guidelines on “managing online crisis and handling comments from people”	1	30 days f
3.	Submission of annual calendar based on planned events for the year	1	T+ 45
4.	Fortnightly plan for content to be posted on platforms (Content Calendar)	04	Every Fortnight
5.	Conceptualize and Execute Campaigns in consultation with MYAS and THE PURCHASER which includes Planning and monitoring	8 campaigns	As per requirements
6.	Outcome report of each campaign in the form of Buzz report containing: - Share of Voice - Trend Analysis - Topic analysis - Sentiment and Perception Analysis	upon the campaign	Within 10 days of end of each campaign
7.	A Monthly Progress Report (The content shall be mutually agreeable)	02	Within first 3 days of every month First start of month

Module 2: Account Management			
8.	Management of social media handles	12 handles	Daily
9.	High-level multi-channel dashboards as MIS on effectiveness of outreach strategy and Perception report about THE PURCHASER from other portals and suggest strategy for enhancing profile of THE PURCHASER.	1*12 handles*1months=12 dashboards	(2 months / period of contract)
10.	New look every month by changing cover photo of each account (9 cover photos for Twitter, Facebook and Instagram)	9 cover photos*02 months= 18	Monthly
11.	Report on Social Media Presence analysis containing the following: - Social Traffic Analysis -Fan/Follower growth -Comparative FB/Twitter/Instagram/You Tube Engagement Analysis - Content Analysis of the most engaging types of posts which led to success (Engaging Posts and Social Page Analysis)	1* 12 handles* 01 month = 12 reports	(2months / period of contract)
Module 3: Content creation, curation and publishing (Maximum 3 iterations to be counted as effective deliverable)			
12.	Average No. of Creative Posts for each account per month: Twitter- 150 Tweets Facebook- 150 posts Instagram- 150 posts/Stories You Tube- 30 videos Note: This is an indicative number and is subject to change depending on the requirements	Twitter- 150*3 Accounts*02 months= 900 Facebook- 150 *3 Accounts*02 months= 900 Instagram= 150*3 Accounts*02 months= 900 You Tube= 30 *3 Accounts* 02 months= 180 videos	Monthly
13.	videos each campaign		
13	ing videos of 30-90 secs on various subjects including events, achievements etc.	8-9 Videos	As per requirements

14	One - Two videos of each athlete who is going to participate in national and international sporting events covering their personality, life journey and how they are being trained for the mega event. Such videos may be of 60-90 seconds each	videos required annually	In line with the event (to be decided later)
15	Submission of Archived data/images/videos etc. on a hard disk or shareable drive	02	Monthly
16	Repackaging of content: to be done for up to 15 videos per months and 30 images per month	30 videos 60 images (2 months/as per contract)	As per requirements
17	Detailed analysis report on the strategy for overall promotion of MYAS and THE PURCHASER on the various Platforms and the results achieved	1 report	(2months / period of contract)
Module 4: Online Reputation Management			
18.	Chatbots created for query resolution	1 chatbot * 4 Accounts= 4 chatbots	As per requirements
19.	Response Mechanism Plan	1	T+ 45 days
20.	Report of Queries received, and counter responses generated along with the status	1*02= 2 reports	Monthly

Note:

- i. The above list of deliverables is indicative in nature and is subject to change as per the requirements of the project. For each quarter, the targets will be defined on the basis of the above milestones and progress will be reviewed on the achievement of such quarterly targets.
- ii. That a Work Update Email shall be sent by the Bidder highlighting all future campaign and tasks every fortnight to THE PURCHASER
- iii. A monthly progress meeting shall also be conducted through OFFLINE/ONLINE Mode.
- iv. The payment shall be made subject to achievement of quarterly targets as approved by THE PURCHASER against each module and at rates finalized in the financial bid (module wise)

3. Key Personnel

The minimum number of proposed key personnel staff along with required education & experience, for undertaking the scope of work and deliverables, is as follows:

#	Key Personnel	No. of resources	Desired Experience
Core Team (Onsite)			
1.	Content Production Expert	1	- Should have minimum 10 years of experience in editorial content creation and production in Print and TV and Digital. - Content production expert must understand essentials on how to write and edit the written word, but also understand audio-video conceptualization, production and editing. Should be able to work and manage a team of content creators and production specialists and be deadline oriented. (Certificates, Proofs and Awards, Recognitions of national repute to be attached)
2.	Communication Expert Communication Expert	1	- Should have minimum 10 years of experience in Planning and Implementation of communication services and stakeholder management. - The person must have project experience in managing PR and communication campaigns of national brands, including Reputation Management. Wide experience in managing influencer programs and campaign based digital engagement is vital. - Should have experience working with various online tools and technology. He/she will assist the client requirement in developing roadmaps and KPI's for the client accounts. (Experience Certificate/ Proofs to be attached)
3.	Project Manager	1	- Should be a Graduate/ Post Graduate in business management. - Minimum 8 years of experience in leading teams to deliver project(s) quickly and efficiently as per approved plans - Manage resources, schedules, and financials and adhere to stage gate quality and ensure successful completion of the project in given timelines - In-depth up to date knowledge of Sports industry - Should have experience of digital engagement strategy and framework
4.	Assistant Project Manager	1	- Should be a Graduate/ Post Graduate in any discipline - Minimum 6 years of experience with proven ability to visualize the concept, direct the visuals, manage a team of designers to create a definite product - Responsible for crafting visual designs and strategy which will include Content Marketing, digital engagement and bulk Email/SMS marketing programs - Expert working knowledge of Adobe Creative Suite with primary focus on Photoshop, Sketch, and Illustrator - Responsibilities also include the technical aspect of content creation, such as basic HTML formatting, Content Management Solutions management and Search Engine

			Optimization
5.	Senior Video Editor	1	- Graduate in any discipline o Minimum 6 Years of experience in video-editing o Experience: Video Editing for advertising films, cinema, documentaries, promotional campaigns o Responsible to assemble recorded footage into a finished project that matches client's vision and is suitable for broadcasting. - S/he should have sound knowledge on Adobe premiere, after affects, Final Cut Pro etc.
6.	Senior Graphic Designer	1	- Degree in Graphic designing animation o Minimum 6 Years of experience in the Designing Works o Ability to develop creative ideas and concepts, choosing the appropriate digital platfoms and style to meet the client's objectives. - Proficiency in Various graphic Design software for making banners, info-graphics, posters, etc o Experience: Designing info-graphics, 2D and 3D animation, VFX, CGI, wide range of digital platforms, including photography and computer aided design - Would manage the entire process of defining requirements, visualizing and creating graphics that includes illustrations, logos, layouts and photos.
7.	Senior Content Writer	1	- Should be a Graduate in any discipline o Minimum 6 Years of experience in expertise to create print and digital content in prominent national and international media platforms - Able to do primary and secondary research on athletes, sporting events etc. - Demonstrated experience in ideating and writing scripts for video films, graphical and banner campaigns o Credited with writing script or dialogues for prominent and viral campaigns - Must know how to use a variety of writing and publishing programs, such as Microsoft Office, G Suite and Word Press - Should have very good communication skills in English and Hindi - Should have experience on translating and developing content in Hindi
8.	Content developer /Digital script content writer/Rese archer	3	- Should be a Graduate in any discipline o Minimum 3 Years of experience in expertise to create print and digital content in prominent national and international media platforms - Able to do primary and secondary research on athletes, sporting events etc. - Demonstrated experience in ideating and writing scripts for video films, graphical and banner campaigns - Credited with writing script or dialogues for prominent and viral campaigns - Must know how to use a variety of writing and publishing programs, such as Microsoft Office, G Suite, and Word Press - Should have very good communication skills in English and Hindi - Should have experience on translating and developing

			content in Hindi
9.	Graphic designer	3	• Degree/Diploma in Graphic designing animation o Minimum 3 Years of experience in the Designing Works o Ability to develop creative ideas and concepts, choosing the appropriate digital platforms and style to meet the client's objectives. • Proficiency in Various graphic Design software for making banners, info-graphics, posters, etc o Experience: Designing info-graphics, 2D and 3D animation, VFX, CGI, wide range of digital platforms, including photography and computer aided design o Would manage the entire process of defining requirements, visualizing and creating graphics that includes illustrations, logos, layouts and photos.
10.	Video Editor	3	• Graduate in any discipline o Minimum 3 Years of experience in video-editing o Experience: Video Editing for advertising films, cinema, documentaries, promotional campaigns o Responsible to assemble recorded footage into a finished project that matches client's vision and is suitable for broadcasting. • S/he should have sound knowledge on Adobe premiere, after affects, Final Cut Pro etc.
11.	Videographer	2	• 10+2 o Minimum 2 Years of experience in videography of sports • events and general events o Must be equipped to shoot profile video of athletes and Coaches.
12.	Photographer	2	• o 10+2 o Minimum 2 years of experience of photography of sports events and general events o Must have covered national or international level sports • events
13	Client Servicing Executive	1	• Master's degree in management, preferably specialized in Marketing. • Experience & exposure with digital marketing concepts as well as hands-on conceptualization & execution of digital marketing campaigns on various digital channels • Minimum 3 years' experience in a marketing agency or an end user organization in a digital marketing role • Excellent communication skills. • Proficiency in Project management, problem solving and people management skills.
Total		21	

Note:

- i. The minimum number of resources mentioned above is mandatorily required to undertake the project. However, bidder may deploy additional resources as per requirements of the project.
- ii. All manpower deployed during contract duration will be approved by THE PURCHASER through interview. In case of replacement, the resource should be equally or more qualified and experienced than the resource being replaced.
- iii. Core team members shall be available with the Bidder prior to submission of this bid.
- iv. The service provider shall ensure that Key resources from Core Team shall remain for the contract duration unless:
 - Unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or

- Without THE PURCHASER's prior written consent.
- v. In case of resignation of any resource, the service provider shall immediately inform THE PURCHASER and will provide a suitable replacement on immediate basis.

ANNEXURE 'II' | ELIGIBILITY & EVALUATION CRITERIA

This is limited tender for Event Management Agencies empanelled by Sports Authority of India, Ministry of Youth Affairs and Sports vide F.No. 01-23003(02)/1/2023-HO-Khelo India Division dated 01.03.2024 in "Category B"

- a. **M/s Dot communication & Marketing.**
- b. **M/s Eventkraft Marketing Solutions.**
- c. **M/s Max Publicity & Communication.**
- d. **M/s Resources Events & Promotions.**
- e. **M/s Shrankhala**
- f. **M/s Span Communications**
- g. **M/s Tattva Creations.**
- h. **M/s Venus Conferences & Exhibitions.**

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

1. ELIGIBILITY CRITERIA

S. No.	Parameter	Criteria
1	Bid Security/EMD	The Bidder shall submit the bid security for an amount is Rs. 1,00,000.00-as per clause 11 of RFP.
2	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per Annexure IV.
3	Legal Entity	Bidder should be a registered legal entity as on the date of submission of bid recognised under the legal statute of the country including any Company, Partnership firms/LLP for last 10 years on the date of submission of bid Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status
4	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.
5	FIT and Proper Person	Bidder should be Fit and Proper person as per the criteria defined in this RFP document.
6	Declaration for non-blacklisting	Declaration of non-blacklisting as per Annexure-XV
7	DECLARATION As per GFR Clause 144 (xi)	DECLARATION As per format at Annexure-XIV.
8	Declaration for Local content	DECLARATION As per format at Annexure-XIX

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 still exists.
- e. Absence of any disqualification as specified below:
 - o Conviction of the Bidder or any of its respective directors, partners, executives, or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud or any offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code, or any other law for the time being in force, for causing any loss of life or property or

causing a threat to public health as part of execution of a public procurement contract.

- 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 submission of bids.

2. EVALUATION CRITERIA

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

Technical Evaluation Criteria		
Sl. No.	Criteria	Max Marks
A. Relevant experience of the bidder		50 Marks
A1	Existence of the Firm (As on bid Submission on date): More than 10 year or less than or equal to 12 years: 7 marks More than 12 year or less than or equal to 15 years: 10 Marks More than 15 years: 15 marks. Note: A company incorporated in India under the Companies Act, 1956 or 2013 and subsequent amendments thereto, Partnership Firms (LLP Act, 2008 or Partnership Act, 1932) or Proprietary Firms for last 10 years on the date of submission of bids. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status	15
A2	Turnover Average annual turnover with in the last three Financial Years ending March- 2025. Less than or equal to 1 Crore: 0 marks More than 1 Crore and less than and equal to 2 Crore: 4 marks More than 2 Crore and less than and equal to 3 Crore: 8 marks More than 3 Crore: 10 marks Note: In case audited account statements are not available for 2024-25 then the turnover for financial years 2021-22, 2022-23 & 2023-24 shall be considered for evaluation.	10
A3	Relevant Experience The Agency should have delivered *similar scope of work/similar project type for Central or State Government/Autonomous Bodies/PSUs in last 5 years from the proposal submission date. • 2 similar projects – 15 Marks • 3 similar projects – 20 Marks • 4 or more similar projects – 25 Marks (The Project less than INR 94 Lakh of contract value shall be excluded from bid evaluation criteria) *Similar Work/Project type means Digital campaigns/Multimedia brand campaign/Multimedia creative production, Digital Branding and Positioning, Digital Communications, Online Content creation and management, Planning and executing Influencer programs, Social Listening, and Online Reputation Management	25
B. Quality of Proposed Team		20 marks
B.1.	Content Production Expert Years of Experience (Max. 7.5 Marks) a) More than or equal to 10 Years or less than 15 years – 5 marks b) More than and equal to 15 Years- 7.5 marks Project Handled (Max. 2.5 marks) a) 2 Project – 1.5 marks b) 3 Projects or More – 2.5 marks Note: Experience should be as per Clause 4 i.e. Key Personnel of Annexure I (Terms of Reference) for Projects of Similar in nature	10

B.2.	Communication Expert Years of Experience (Max. 7.5 Marks) • More than or equal to 10 Years or less than 15 years – 5 marks • More than or equal to 15 Years- 7.5 marks Project Handled (Max. 2.5 marks) a) 2 Project – 1.5 marks b) 3 Projects or More – 2.5 marks Note: Experience should be as per Clause 4 i.e. Key Personnel of Annexure I (Terms of Reference) for Projects of Similar in nature	10
C	Approach, Methodology, Technology, Work Plan and Campaigning through Presentation	30 Marks
C.1	Approach, Methodology, Technology, Work Plan and Campaigning through Presentation. (a) Technical Approach, Methodology including Presentation - 10 Marks (b) Work Plan based on Terms of Reference- 10 Marks (c) Campaigning Experience - 10 Marks Firm should ensure that the technical presentation must be submitted along with the technical bid. SAI at its sole discretion may award the marks upon calling for a Physical/Virtual Presentation or may award the said marks upon evaluating the presentation submitted as part of the Technical bid.	30
Total		100

Note:

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

ANNEXURE 'III' | BID SUBMISSION FORM

To,
Sports Authority of India.

Sub: Selection of Digital, Branding & Communication Agency.

Dear Sir,

With reference to the RFP dated _____ for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We _____, having examined all relevant documents and understood their contents, hereby submit our Proposal for **Selection of Digital, Branding & Communication Agency** as per terms mentioned in this RFP.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
3. I/We shall make available to SAI, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the SAI, to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We agree to keep our Bid valid for acceptance for 75 (Seventy-Five) 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 RFP/Agreement by us.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/we certify that we fulfil the "Fit and Proper Person" criteria as mentioned in this RFP document.
8. I/we understand that SAI may cancel the Selection Process at any time and that SAI neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
9. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
10. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

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

- or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
- d. It is certified that the bidder is not directly to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
- a. They are members of a Hindu undivided family; or
 - b. They are husband and wife; or
 - c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

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

ANNEXURE 'IV' | 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 'V' | POWER OF ATTORNEY (SAMPLE)

(Note- Board resolution in case of company)

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

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

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

For
(Signature, name, designation, and address)

Witnesses:

1.

2.

Notarized Accepted

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

Notes:

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

ANNEXURE 'VI' | PRICE BID FORMAT

Name of Work: Bid for SELECTION OF BRANDING, COMMUNICATION & PUBLIC RELATION AGENCY

Price Bid

PRICE SCHEDULE										
(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)										
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)										
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	Percentage	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description (Modules)	Item Code / Make	Quantity	Units	Lumpsum Quote (Excl. of Tax) To be entered by the Bidder in Rs. P	GST %	GST Amount	Lumpsum Quote (Incl. of Tax) Rs. P	TOTAL AMOUNT (Incl. of Tax) Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10	11
1.01	Brand planning and management	item 1	1.00	Ls			0.00	0.00	0.00	INR Zero Only
1.02	Account Management	item 2	1.00	Ls			0.00	0.00	0.00	INR Zero Only
1.03	Content creation, curation and publishing	item 3	1.00	Ls			0.00	0.00	0.00	INR Zero Only
1.04	Online Reputation Management	item 4	1.00	Ls			0.00	0.00	0.00	INR Zero Only
Total in Figures									0.00	
Quoted Rate in Words		INR Zero Only								

(To be Submitted only in the Financial Bid Section of CPP Portal. Not to be submitted as a part of Technical Bid, Submission as a part of Technical bid may result in disqualification of the bidder)

Note:

- a. GST as applicable on date shall be paid extra by SAI on submission of documentary proof at the time of submission of invoices.
- b. No conditions should be attached to the price proposal.
- c. The amount should be quoted in both figure and words. In case of discrepancies in the prices mentioned in the figure and word, the prices mentioned in the words shall be considered as final price.
- d. The bidder shall also quote the unit rate per campaign against Sno. 20 & 21 for the Module 4: Public Relations management (Scope of Work) (Clause 2: Key Deliverables) as and when required on request of SAI (to be quoted as per format at Annexure-XI B). However, **it is to be noted that the rates quoted there shall not be considered for the purpose of financial evaluation**
- e. 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, contract quantity or contract duration can only be increased up to 15 percent. Bidders are bound to accept the revised quantity or duration

Signature of the Agency:

Address:

Date:

ANNEXURE 'VII' | - ANNUAL TURNOVER

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

Certificate from the Statutory Auditor

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

Note:

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

ANNEXURE 'VIII' | - INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

ANNEXURE 'IX' | - DRAFT CONTRACT AGREEMENT FORMAT

Contract No _____ dated _____

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

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

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

Taxes, if any _____

Total value (in figure) _____ (In words) _____

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

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

Received and accepted this contract

(Signature, name and address of the contractor's executive
duly authorised to sign on behalf of the contractor)

For and on behalf of _____
(Name and address of the Contractor)

(Seal of the Contractor)

Date: _____

Place: _____

Note: The Contract Agreement must be executed on a non-judicial stamp paper of INR 100 (Rupees One Hundred only) and duly notarized by a Notary Public.

ANNEXURE 'X' | - 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 'XI' | - Format for Undertaking towards not being Blacklisted

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

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

(Signature of Authorized Signatory) Name:

Designation: Seal:

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

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

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

AUTHORISED SIGNATURE: DATE: _____

Seal / Stamp of Bidder

ANNEXURE 'XIII' | - 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)