

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	01-12-2025 18:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	01-12-2025 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	75 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Youth Affairs And Sports
विभाग का नाम / Department Name	Department Of Sports
संगठन का नाम / Organisation Name	Sports Authority Of India (sai)
कार्यालय का नाम / Office Name	New Delhi
वस्तु श्रेणी / Item Category	Event or Seminar or Workshop or Exhibition or Expo Management Service - National; As per the RFP; As per the RFP; As per the RFP
अनुबंध अवधि / Contract Period	7 Month(s) 15 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	62 Lakh (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	6125200
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	200000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document

for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

Secretary, Sports Authority of India
Jawaharlal Nehru Stadium, Gate No. 10, Stair No. 5, Khelo India, New Delhi -110003
(Secretary)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as

defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

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

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

BoQ - [1763455933.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Event Or Seminar Or Workshop Or Exhibition Or Expo Management Service - National; As Per The RFP; As Per The RFP; As Per The RFP; As Per The RFP (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Location of event	National
State	NA
District	NA
pincode	NA
Nature of events	As per the RFP
Category of work required	As per the RFP
Event premises	As per the RFP
Duration of event	As per the RFP
Coverage of the event	As per the RFP
Boarding	As per the RFP
Inclusion for the event	As per the RFP
Seating arrangement	As per the RFP
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Estimated/ Indicative number of participants in the event	500

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of event to be organized	अतिरिक्त आवश्यकता /Additional Requirement
1	S Hima Bindu	110003,GATE NO 1, Ramp No 5 JAWAHAR LAL NEHRU STADIUM LODHI ROAD NEW DELHI - 110003	1	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

Option Clause: Excess Settlement. The excess settlement has been enabled for the service, allowing service providers to include additional charges up to a specified percentage of the item-level total value, including addons, in their invoices. Service providers must declare the applicability of additional charges during invoice creation and submit mandatory supporting documents to avail this option. The total invoice amount, including additional charges, shall not exceed the agreed-upon excess settlement percentage for the order.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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

3. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of

bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

Sports Authority of India

"REQUEST FOR PROPOSAL"

(RFP)

For

Engagement of Agency for Renting Bicycles for Sunday on Cycle Campaign under FIT India Movement

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

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

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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, for the PMC and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
8. The Authority reserves the right to, but without being under any obligation to do so, amend or supplement the statements, information, assessment or assumptions contained in this bid at any time during the bidding process by way of revision, deletion, update or supplement and annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.

9. No objections raised by any Bidder(s) or any third party to such changes/modifications/additions/alterations as provided above, whether explicit or implicit, shall be entertained. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by the Authority
10. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.
11. The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to SAI or any of its respective officers, employees, advisors or agents.
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 qualified Firms to associate with SAI as **Agency for Renting Bicycles for FIT India in Delhi**. 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	As per GeM
Bid submission end date and time	As per GeM
Bid Validity Period	75 Days
Earnest Money Deposit (EMD)/ Bid Security	INR 2,00,000.00 Hard copy of the same may be submitted to in the office of DD, Secretariat, Khelo India Stair Entry No. 5, Sports Authority of India (SAI) Gate No 10, JLN Stadium New Delhi 110003
Mode of Submission	Online mode through GeM Portal
Opening of Technical Bid date and time	As per GeM
Method of selection	L1 Selection
JV/Consortium/Subcontracting	Not Allowed
Pre-Bid Meeting	
E-mail for all correspondence	procurement.kheloindia@gmail.com

INSTRUCTIONS TO BIDDERS

3. GENERAL INSTRUCTIONS TO BIDDERS

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

- 3.2.1. "Purchaser" means the organisation purchasing services as incorporated in this document i.e., Sports Authority of India (SAI).
- 3.2.2. "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer-to-offer services in accordance with the terms and conditions set out in this RFP.
- 3.2.3. Bidder" means bidder/the individual/company or firm submitting bids/Quotations/Tender.
- 3.2.4. 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.
- 3.2.5. "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.
- 3.2.6. "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.
- 3.2.7. "Government Authorities" shall mean any or all governmental authority / authorities of India or any subdivision thereof, whether national, federal, provincial, regional, state, county, municipal, local or other and any ministry, department, agency, entity or other body duly exercising executive, legislative, regulatory or administrative functions of government,

including any other body which may exercise similar and any other municipal/ local authority having jurisdiction over the parties herein, and shall include any authority established through a statute or an act of the Government of India.

- 3.2.8. "Intellectual Property Rights (IPR)" means all rights related to patents, trademarks, copyrights, trade secrets, and any other form of intellectual property created or used in connection with the services under this contract.
- 3.2.9. "Liquidated Damages (LD)" means the predetermined compensation payable by the agency to SAI in case of failure to meet contractual obligations, including delays in service delivery.
- 3.2.10. "Services" means services as mentioned in this document and other such obligations of the supplier covered under the contract.
- 3.2.11. Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.
- 3.2.12. "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.
- 3.2.13. "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.
- 3.2.14. "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them.
- 3.2.15. "RFP" means this Request for Proposal issued by Sports Authority of India for the purpose as mentioned in this document.
- 3.2.16. "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.
- 3.2.17. "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.
- 3.2.18. "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.
- 3.2.19. "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.

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

3.4. Due Diligence by the Bidders:

- 3.4.1. Bidders may before submit their Proposals, examine the requirements at their own expense and obtain ascertain for themselves, at their responsibility and other information necessary for preparing Proposals.
- 3.4.2. Bidders shall be deemed to have full knowledge of the requirements of the work. SAI will not accept any responsibility or liability for any errors, omissions, inaccuracies, or errors of judgment concerning information or materials provided by SAI in this RFP Document or otherwise, with respect to this Project. Although such information and materials are to the best of the SAI's belief, however, their verification is the sole responsibility of Bidder.
- 3.4.3. Neither SAI, nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information provided nor will have any liability to any bidder which may arise from or be incurred or suffered in connection with anything contained in this RFP and the award of the work or otherwise arising in any way from the selection process.

4. LANGUAGE OF BID

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and SAI, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail. 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 afford prospective bidders reasonable time to take into account the amendments in preparing their bids, SAI may, at its discretion, suitably extend the deadline for submission of bids.

7. MODIFICATION/WITHDRAWAL OF BIDS

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

8. CLARIFICATION OF BID DOCUMENTS

8.1. A bidder requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with SAI in writing. SAI will respond in writing to such request provided the same is received (by SAI) not later than 18:00 Hrs on the day of the Pre-bid meeting. All enquiries should be sent to SAI through email only at (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. SAI shall conduct a Pre-Bid Conference in accordance with the schedule specified in the Bid Schedule. Attendance at the Pre-Bid Conference is at the sole expense of the Bidder or its authorized representatives. The objective of the conference is to furnish Bidders with pertinent information about the RFP, address their inquiries, and discuss potential solutions. During the Pre-Bid Conference, SAI will afford each Bidder the opportunity to seek clarifications on any aspect of the RFP. The link for the virtual conference will be provided to the Bidders one hour before the scheduled start time.

- 8.3. Any clarification issued by SAI in response to query (is) raised by the prospective bidders shall form an integral part of bid document and it may amount to an amendment of the relevant clause(s) of the bid document.

9. ELIGIBILITY CRITERIA

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

10. RFP PROCESS

- 10.1. RFP issued by SAI constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as per Clause 6 above) to be 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 commence from the date of execution and shall remain valid until the completion of 35 Sundays or until fulfilment of all contractual obligations as specified in the RFP, whichever is later, unless terminated earlier by mutual consent of the parties. SAI reserves the right to renew or extend the contract in writing for an additional period on the same terms and conditions, including 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 GeM 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. EARNESTMONEY DEPOSIT

- 13.1. The bidder shall furnish Bid Security for an amount of Rs.2,00,000 (Rupees Seven Lakh Eighty Thousand 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 V](#)),
 - e) NEFT transfer to "SECRETARY, SAI". Union Bank of India Account No: 108510100032325, IFSC No. UBIN0810851. (Bidder has to upload challan/proof along with Bid in GeM 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 XII (A)** 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.

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 in pre-bid conference as per the bid schedule. All enquiries should be sent to SAI through email only. SAI shall not be responsible for ensuring that Bidder's enquiries have been received by them. SAI will endeavour to provide a complete, accurate, and timely response to all questions to all the Bidders. However, SAI makes no representation or warranty as to the completeness or accuracy of any response, nor does SAI undertake to answer all the queries that have been posed by the Bidders. All responses given by SAI will be distributed/mailed to all the Bidders or posted on the online portal/website. Bidder should regularly visit the portal for any updates/corrigendum.
- 14.3. SAI will host a Pre-Bid Conference (Hybrid/virtual), scheduled as per the details in the Bid Schedule. The bidder or its authorised representatives may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder's queries, together with proposed solutions. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The link shall be provided to the Bidders one hour prior to the scheduled meet.
- 14.4. Within reasonable time period from the Pre-Bid Conference, SAI will issue responses to all of the bidders' written queries, together with any other revised documents (if required).
- 14.5. Amendments to Bidding Documents:

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

15. SUBMISSION OF BIDS

- 15.1. Bids to be submitted online as per instructions in Annexure X 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 GeM Portal website: <https://gem.gov.in/>.
- 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 GeM Portal website: <https://gem.gov.in/>. The authorized signatories/ representatives of such Bidders who wish to attend the financial bid opening may please do so by showing their bid acknowledgement slip.
- 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 05& 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 or minimum required score in evaluation criteria set out in this RFP, by the Bidder.
- vi. Any Bid that does not comply with the conditions laid down by SAI.
- vii. Any other reasons deemed fit by SAI.

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 etc. asking the bidder to response by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

16.5. 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. 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 govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

17. EVALUATION CRITERIA

- 17.1. The Bids will be evaluated based on the L1 Selection method, and the Document to be submitted Annexure II.
- 17.2. A Bidder must comply all criteria as defined in Clause 1 of Annexure III, Eligibility Criteria.
- 17.3. 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.
- 17.4. 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. In case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, SAI reserves the right to waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI.

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 XII) 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, 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 (including e-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 until the completion of 35 Sundays or until fulfilment of all contractual obligations as specified in the RFP, whichever is later, unless terminated earlier by mutual consent of the parties. SAI reserves the right to renew or extend the contract in writing for an additional period on the same terms and conditions, including 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 25% 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. Upon award of contract, duly constituted committee shall verify and certify the report of event for each Scheduled event Sunday post which payments shall be made. The committee shall also comment on the delay (if any) in readiness of the arrangements and setup. The penalties shall be as per clause 23.1 for the same.
- 21.2. Service Provider must raise their Bills / Invoices in the name of SAI and shall be submitted in first week of every month in SAI for the Scheduled Event Sundays in the preceding month.
- 21.3. Payment will be made after satisfactory completion and acceptance of the required services as mentioned in Scope of Work. The invoices should be submitted along with satisfactory completion certificate from concerned authorities (constituted committee).
- 21.4. Time and quality shall be the essence of the contract and payment will be made at actuals as per the completion of works.
- 21.5. Service Provider should furnish details of the location from where they are going to raise their Bills / Invoices to SAI.

NOTE: In the event that no activity is conducted on any given Sunday, no invoice shall be raised to SAI for that day. Such Sundays shall be excluded from the total count of 35 Sundays. The period that has already lapsed may be considered accordingly before issuing the NOA, as per this clause.

- 21.6. Payment must be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at source) as per the current Income-Tax Act and /or any other Govt. Orders / rules. The service provider shall be liable for taxes such as GST or any other applicable tax.
- 21.7. SAI will pay the amount as per the invoice by way of e-transfer/RTGS/NEFT through public financial management system, subject to satisfactory work and other parameters as may be defined by SAI

22. OTHER TERMS AND CONDITIONS OF THE BID

- 22.1. All information / details submitted to SAI shall be supported by documentary proof duly certified by the authorised signatory of the Bidder. Any false, misleading, or incomplete information submitted by the Bidder shall render the Bid liable for rejection, and SAI shall have the right to blacklist and debar the Bidder from future participation in SAI tenders for a period of two (02) years, without prejudice to any other remedies available under law.
- 22.2. Save as expressly authorized by SAI in writing, the Service Provider shall not, without the prior express approval of SAI, directly or indirectly, incur any liabilities on behalf of SAI, pledge the credit of SAI or make any representations or give any warranty on behalf of SAI. Any violation of this clause shall be deemed a material breach, entitling SAI to immediately terminate the contract and claim damages.
- 22.3. The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by SAI, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against SAI and further shall not for any reason or in any manner confer on the Bidder any right or

entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by SAI. The Bidder waives any and all rights to challenge or contest any decision of SAI regarding the selection, rejection, or evaluation of any Bid, except as permitted under applicable law.

- 22.4. The Bidder must strictly comply with all terms and conditions herein. SAI reserves the right to call upon any or all the Bidders to satisfy SAI regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, SAI may call upon any or all the Bidders to make a presentation to SAI in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or otherwise neglects to make such presentation to SAI shall not be considered for any further evaluation and shall stand immediately disqualified. Failure of any Bidder to comply with such requests or to provide the necessary documents or presentations shall result in immediate disqualification without any further consideration.
- 22.5. The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract as defined in Clause 14 of this document.
- 22.6. The 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, or subcontractors deployed in the project and for complying with all applicable laws, including but not limited to
- Labour laws
 - Minimum wage regulations
 - Provident fund and gratuity laws
 - Employee insurance
 - 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. The penalties shall also be applicable under following circumstances:
- The arrangements and setup for the event on the Event Sunday shall be in place completely and ready at least 1 hour prior to the event supply of Renting Bicycle commencement time.
Ex: In the case of event commencing at 7 AM, the arrangements and setup shall be in ready condition by 6 AM on the event day. Any delay beyond 6 AM shall attract penalties as per the table below-

SNO	Delay in mins for arrangements and setup at Venue	Penalty
1	30 Mins	10% of the Invoice Value of that particular Sunday Event
2	60 Mins	50% of the Invoice Value of that particular Sunday Event
3	More than 60 Mins	100% of the Invoice Value of that particular Sunday Event

- If the agency fails to conduct the event on any of the scheduled Event Sunday, SAI shall terminate the contract, rights for which shall remain with SAI.
- 23.2. No Penalty will be imposed on SAI for delay attributable to it and no Penalty will be imposed on either party for reasons which fall within the ambit of Force Majeure as per Clause 28 of this RFP.

- 23.3. Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Agreement.
- 23.4. SAI will make payments after necessary deductions of penalty (if any).

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 software property and documents (including source codes, databases, documents, training manuals, course content etc.), if developed exclusively for this project shall lie with the Purchaser in perpetuity for all purposes. The Intellectual Property Rights of all the software code, data, algorithms, documentation, manuals, etc. Generated as a part of implementation of this project shall solely vest with the SAI/Purchaser.

25.2. The Bidder shall ensure that there is no infringement of any Intellectual Property Rights (IPR) of third parties. However, if a third-party claims that a product delivered by the Bidder/ to Purchaser infringes that party's patent or copyright/IPR's in any form, the Bidder shall keep SAI/Purchaser fully indemnified in this regard and shall defend Purchaser against that claim at the Bidder's/ expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Bidder.

25.3. 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 etc. 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. INDEMNIFICATIONSAND 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. If the agency fails to conduct the event on any of the scheduled Event Sunday, SAI shall have the right to terminate the contract.

29.2. 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

29.3. 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.

29.4. 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 arising out of or in relation to this RFP (including its interpretation, execution, or validity), between the Bidder and SAI, and so notified in writing by one Party to the other, shall first be attempted to be resolved amicably in accordance with the mediation procedure set forth in Clause 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.

Arbitration: Any dispute not resolved by mediation shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, and any statutory modification or re-enactment thereof. The arbitration shall be conducted before a sole arbitrator appointed by mutual consent of the Parties, failing which the Hon'ble High Court of Delhi shall appoint the arbitrator under Section 11 of the Act. The arbitration shall be administered in accordance with the rules of the India International Arbitration Centre, New Delhi, and the language of arbitration shall be English.

- 31.2. The venue for arbitration shall be India International Arbitration Centre, 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.
- 31.3. 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.
- 31.4. Each party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrator shall be shared equally by both the parties unless the award otherwise provides. It is further agreed between the parties hereto that such arbitration proceedings shall be completed within a period of eight (8) calendar months from the date of reference.
- 31.5. 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.

- 31.6. 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)

1. General

Sports Authority of India, (hereafter referred as "SAI") an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from qualified Firms to associate with SAI as an Agency for Renting Bicycles for FIT India in Delhi.

2. About SAI

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

3. Objective:

The objective to engage an Agency for Renting Bicycles for FIT India the end-to-end implementation of all 35 events across Delhi for the entire period of contractual obligations (35 Sundays) i.e. Sundays on Cycle event under the FIT India Mission to ensure seamless planning, coordination, and execution.

The Agency will be responsible for end-to-end planning, execution, and reporting of all 35 Sundays on Cycle events in Delhi. This includes route planning, stakeholder coordination, branding, digital promotions, on-ground logistics, medical and safety arrangements, cycle management, and post-event reporting. The EMA will deploy trained manpower, manage volunteers, and ensure seamless execution while maintaining consistent branding and participant engagement throughout the year.

Their expertise will help maintain high safety standards, efficient crowd management, and a well-structured event experience. Additionally, they will enhance visibility through strategic marketing and media outreach, ensuring maximum participation and engagement.

The arrangements and setup for the event on the Event Sunday shall be in place completely and ready at least 1 hour prior to the event commencement time.

Ex: In the case of event commencing at 7 AM, the arrangements and setup shall be in ready condition by 6 AM on the event day. Any delay beyond 6 AM shall attract penalties as per the clause 23.

4. Scope of Work for Conducting Sundays on Cycle Event.

The selected agency shall be responsible for providing, managing, and maintaining 500 bicycles along with helmets on rent for each event under the FIT India 'Sundays on Cycle' initiative. Events will be organized every Sunday (35 events in total or finalize of tender) across various locations in Delhi. The agency shall ensure timely delivery, distribution, safety, maintenance, and collection of bicycles post event.

- i. Supply and deploy 500 well-maintained bicycles (with helmets or other accessories as per direction of Competent Authority of SAI) every Sunday at the designated venue.

- ii. Ensure bicycles are clean, safe, and properly serviced prior to deployment.
- iii. Provide on-ground support manpower for distribution, assistance, and collection of bicycles.
- iv. Arrange logistics, transportation, and fuel for delivery and return of bicycles.
- v. Ensure insurance and safety compliance during public events.
- vi. Maintain proper inventory records and submit post-event reports to FIT India Division.

Note: The above mentioned scope of work is indicative in nature and may change as per the requirement.

ANNEXURE 'II' | DOCUMENTS TO BE SUBMITTED

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

Sl. No.	Criteria	Document to be submitted online
I. General Documents		
1.	Bid Security	Required Documents for EMD and Bid security as per clause 10 of RFP.
2.	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per <u>Annexure IV</u> .
3.	Authorized Signatory	Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents. OR Signed and scanned copy of Board resolution in favour of Authorized signatory of the bidder. (Sample Attached at <u>Annexure VI</u>)
4.	Declaration of Acceptance	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
II. Pre-Qualification Documents: Criteria as Mentioned in Clause 1 of Annexure III.		
5.	Legal Entity	Copy of Incorporation Certificate, Partnership Deed etc. + Copy of Registration Certificates with the GST & IT (PAN) Authorities
6.	Turnover	Certificate by Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per Annexure VIII.
7.	FIT and Proper Person	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory, as per conditions mentioned in Annexure III.
8.	Declaration of Acceptance	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
9.	Declaration for Blacklisting	Declaration of non-blacklisting as per Annexure-XIII
10.	Declaration of Local content	Declaration of Local Content as per Annexure-XV
11.	Declaration for GFR 144xi)	Declaration as per Annexure-XIV
III. Technical Evaluation Documents		
IV. Financial Bid		
12.	Financial Bid	As per format at Annexure IX, Price Bid Format. To be uploaded only in the Price Bid Section of GeM Portal.

Note: Wherever applicable, the above documents shall be used for evaluation purpose as well. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above. All the Bids so submitted must be **unconditional**.

SAI reserves its right to demand for original documents as and when required. Nonproduction of original documents shall be considered as a material deviation and may render the cancellation of bid followed by consequences such as forfeiture for Bid amount / Performance security at the discretion of SAI.

ANNEXURE 'III' | ELIGIBILITY CRITERIA

1. ELIGIBILITY CRITERIA

S. No.	Parameter	Criteria
1	Bid Security / EMD	EMD/ Bid Security of Rs. 2,00,000.00 Scanned Copy of Proof of submission of EMD.
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 recognised under the legal statute of the country including any Company, Partnership firms/LLP/ proprietorship for last 3 years on the date of bid submission. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status
4	Turnover	The Bidder should have average annual turnover of at least INR 62 Lakhs. Over last three financial years ending March-2025. Note: In case the audited balance sheet for the financial year 2024-25 is not finalized, then the turnover for the year FY 2021-22, 2022-23 and 2023-24, Provisional certificate signed by the CA/ Statuary Auditor Shall be considered.
5	The net worth of the Bidder firm should not be negative on March 2025 and should have not eroded by more than 30% (thirty percent) in the last three years, ending on March 2024.	- Statutory Auditors/ Chartered accountant certifying positive net worth and certificate that net worth of the Bidder firm should have not eroded by more than 30% (thirty percent) in the last three years, ending on March 2025. - Balance Sheet and Profit and Loss Account for the last three financial years
6	FIT and Proper Person	Bidder should be Fit and Proper person as per the criteria defined in this RFP document.
7	Declaration of Acceptance	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
8	Declaration for Blacklisting	Declaration of non-blacklisting as per format at ANNEXURE – XIII
9	DECLARATION As per GFR Clause 144 (xi)	DECLARATION As per format at ANNEXURE – XIV
10	Declaration for Local content	DECLARATION AS per format at ANNEXURE – XV

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:

- Financial integrity of the Bidder.
- Ability of the Bidder to undertake all obligations set out under this RFP.
- Absence of convictions or civil liabilities against the Bidder.
- Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment is still existing.
- Absence of any disqualification as specified below:
 - Conviction of the Bidder or any of its respective directors, partners, executives, or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud or any offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code, or any other law for the time being in

force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

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

ANNEXURE 'IV' | BID SUBMISSION FORM

To,
Sports Authority of India.

Sub: Selection of Agency for Renting Bicycles for FIT India in Delhi

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 Agency for Renting Bicycles for FIT India in Delhi.**

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

I declare that:

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

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

Yours faithfully,

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

ANNEXURE 'V' | BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "Bid") against the purchaser's Bid Reference No. _____. Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto Sports Authority of India, New Delhi 110003 (hereinafter called the "Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, breaches the terms and conditions of the tender document, impairs or derogates from the Bid in any respect within the period of validity of this Bid.
- (2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity: -
 - a) Fails or refuses to furnish the performance security for the due Performance of the contract.
 - or
 - b) Fails or refuses to accept/execute the Rate Contract.

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

ANNEXURE 'VI' | POWER OF ATTORNEY (SAMPLE)

(Note- Board resolution in case of company)

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms.....son/daughter/wife and presently residing at, who is presently employed with us and holding the position 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 'VII' | ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER

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

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

IMPORTANT:

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

ANNEXURE 'VIII' | ANNUAL TURNOVER

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

Certificate from the Statutory Auditor/ Chartered Accountant

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

Note:

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

ANNEXURE 'IX' | PRICE BID FORMAT

S.NO	PARTICULARS	UNIT (a)	UNIT COST in INR (b)	AMOUNT for 35 SoC in INR (c= a*b)	Amount for 35 SoC in INR
A	Renting				
1	Bicycle (With all necessary accessories as specified in the Scope of Work)	500		0	0
	Total (A)			0	0
	GST @ 18%				0
	Grand Total in figures(C*1.18)				0
	Grand Total in Words (To be filled by the bidder)				

(To be Submitted only in the Financial Bid Section of GeM 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)

The quantity 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.

Note:

- **Taxes will be applicable as per existing government norms.**
- **Bidder should consider all overhead costs while quoting.**
- **The detailed BOQ to be submitted during the Financial Bid opening. The cost shall match the figure uploaded in the Financial Bid Format.**

ANNEXURE 'X' | - INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

ANNEXURE 'XI' | - DRAFT CONTRACT AGREEMENT FORMAT

Contract No _____ dated _____

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

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

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

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

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

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

Taxes, if any _____

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

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

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

Received and accepted this contract

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

(Seal of the Contractor)

Date: _____

Place: _____

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

To

_____.

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

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

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

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

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

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

.....
Name and designation of the officer
.....

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

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

Self-Certification under preference to Make in India order Certificate

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

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

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

Thanking You

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

ANNEXURE 'XVI' | - INTEGRITY PACT

(Format of Integrity Pact) PRE-CONTRACT INTEGRITY PACT

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

And

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

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

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

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

Enabling the Buyer to obtain the desired said (goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1.0 Commitments of the buyer

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

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

3.0 Commitments of the Bidder(s)

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

- 3.1 The Bidder(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.
- 3.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 The Bidder(s) shall disclose the name and address of agents and representatives, and Indian Bidder(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The Bidder(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the buyer has financial interest/stake in the Bidder(s) firm, the same shall be disclosed by the Bidder at the time of filling of tender.

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

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

4.0 Previous Transgression

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

5.0 Earnest Money (Security Deposit)

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

6.0 Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf shall entitle the buyer to take all or any one of the following actions, wherever required:
 - i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the buyer and the buyer shall not be required to assign any reason thereof.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii. To debar the Bidder from participating in future bidding processes of the Govt. of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
 - viii. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the buyer with the Bidder, the same shall not be opened/operated.
 - x. Forfeiture of Performance Security in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The buyer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the buyer to the effect that a breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder. However, the Bidder can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 Fall Clause:

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8.0 Independent Monitors:

- 8.1 The Buyer has appointed Independent Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission:
- i. Sh. Janak Digal,
Plot No. 1B/2, Sector-I1, CDA,
Markat Nagar, Cuttack,
Odisha - 753015

- ii. Sh. P Mallikharjuna Rao, IFOS(Retd)
72, Prashasan Nagar,
JubileeHills, Hyderabad
M. No – 9440576170
Email: pmk rao72@gmail.com

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the authority designated by the Buyer.
- 8.6 The Bidder(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Buyer including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Subcontractor(s) with confidentiality.
- 8.7 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated authority of the Buyer/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the Buyer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

9.0 Facilitation of Investigation

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

10.0 Law and Place of Jurisdiction:

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

11.0 Other Legal Actions

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

12.0 Validity

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

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

(Buyer)

(Bidder)

(Office Seal)

(Office Seal)

Place : Date:

Place : Date:

Witness 1:

Witness 1:

(Name & Address)

(Name & Address)