

**Ref. No.KI/TI/Empanelment-Agencies/2020-21**

**Request for Empanelment (RFE)**

Empanelment of Agencies to directly conduct Physical Fitness Tests for Talent Identification from various Sports Disciplines and other similar activities

Date of Publication: 4<sup>th</sup> November, 2020

Last Date of Submission: 25<sup>th</sup> November at 11:00 AM

**Khelo India Division (Talent Identification)**

**Sports Authority of India (SAI)**

1<sup>st</sup> Floor, SAI, HQ, JLN Stadium, Entry no 10, Lodhi Road, New Delhi

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### **DISCLAIMER**

1. The information contained in this Request for Empanelment Document (hereinafter known as “RFE Document”) or 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 RFE Document and any other terms and conditions subject to which such information is provided.
2. This RFE 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 RFE Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFE Document does not purport to contain all the information each Bidder may require. This RFE Document may not be appropriate for all persons, and it is not possible for SAI Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFE Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFE Document and wherever necessary, obtain independent advice from appropriate sources.
3. The Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFE Document.
4. The Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFE Document.

## **1. INTRODUCTION**

- 1.1 The Sports Authority of India (hereafter referred as “SAI”) invites proposals for Empanelment from prestigious Agencies/Companies who have experience in conducting physical fitness assessment/ fitness related data collection across India/ conducted School Contact Programs and similar services in India. Once empanelled, only these agencies will be eligible to participate in RFP stage to bid for a limited tender enquiry stating the exact requirements for the project.
- 1.2 SAI intends to undertake various projects under ‘*Khelo India Scheme*’ and ‘*Fit India Mission*’ or may assign organisation of such projects to any NSF/State where in services of such professional Agencies may be required.
- 1.3 An indicative list of current assignments at hand is provided in Annexure-VI. To achieve these outcomes, SAI intends to empanel professional Agencies/ Companies, who have excelled in conducting physical fitness tests or any similar work. These empanelled agencies will be responsible for execution of such projects undertaken by SAI.
- 1.4 This Request for Empanelment (RFE) Document provides the relevant information as well as instructions to assist the prospective bidders (“Bidder”) in preparation and submission of Bids. It also includes the mode and procedure to be adopted by SAI for receipt and opening as well as scrutiny and evaluation of Bids and subsequent conclusion of Contract.
- 1.5 Before formulating the Bid and submitting the same to SAI, the Bidder should carefully read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

## **2. 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.

## **3. CONTEXT AND BACKGROUND**

SAI implements various schemes focusing on the entire sports ecosystem ranging from improving access to playgrounds and infrastructure creation/upgradation to talent development through training, financial support and human resource development. SAI

functions as the nodal agency for implementation of *Khelo India scheme* and *Fit India mission* which focuses on broad basing of sports and awareness on leading an active lifestyle respectively.

In order to implement these schemes effectively as well as to identify talent in various sporting disciplines, SAI wishes to empanel agencies with experience in executing projects related to physical fitness assessment programs, school contact programs, etc.

An indicative Scope of Work / Activities and respective outcomes are detailed at **Annexure VI**.

#### **4. TERMS OF EMPANELMENT**

- 4.1 The term of Empanelment shall be for 3 (three) years from the execution of contract/agreement, which may be extendable for another 2 (two) years subject to the discretion of SAI depending upon the work of the Agency. Any extension shall be by way of written additional work order(s).
- 4.2 The empanelment can be used by any division/regional centre/ any unit of Sports Authority of India (SAI) including *Khelo India* and *Fit India* or any other organisation as deemed fit by SAI. The process of selection of agencies is elaborated in the Bid Evaluation section at Clause 14 in this RFE.
- 4.3 All empanelled agencies must abide by all RFE conditions or any direction/terms of SAI and adherence to all aspects of fair-trade practices in executing the purchase orders/work order placed by SAI. Failing this, SAI may stop their further participation in SAI tendering process.
- 4.4 In the event, an Empanelled Agency or the concerned division of the Agency is taken over/bought over by another company, all the obligations and execution responsibilities under the agreement with SAI, should be passed on for compliance by the new company in the negotiation for their transfer, subject to the prior written approval of SAI. Any such change should be brought to the notice of SAI within 30 days of such change. In case of non-compliance, the empanelment shall be terminated with immediate effect.
- 4.5 SAI may, at any time, terminate the empanelment by giving written notice to the empanelled agency without any compensation or liability, if the Empanelled Agency commits any breach of RFE/Terms and conditions of bidding documents/contract, has misrepresented or becomes bankrupt or otherwise insolvent, and/or SAI is not satisfied with the work/services of the Empanelled Agency provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SAI.

## 5. BID SCHEDULE

5.1 The Bid Schedule is as follows:

Date of Publication	04/11/2020
Bid Document download start Date	04/11/2020
Last date and time of submission of queries for Pre-Bid Conference	11/11/2020 by 5:00 PM procurement.kheloindia@gmail.com
Pre-Bid meeting (Video Conference)	12/11/2020 at 11:00 AM  VC Link: Join Zoom Meeting <a href="https://us02web.zoom.us/j/86434135017?pwd=eCtaWWZlaFdaS1JiZWVuaW9YcEo2QT09">https://us02web.zoom.us/j/86434135017?pwd=eCtaWWZlaFdaS1JiZWVuaW9YcEo2QT09</a>  Meeting ID: 864 3413 5017 Passcode: 12345
Bid Submission start date	18/11/2020
Bid submission end date and time	25/11/2020 at 11:00 AM
Opening of Bid date and time	26/11/2020 at 11:30 AM
Presentation of Responsive Bids (as per pre-qualification criteria)	Shall be notified later

5.2 SAI reserves the right to vary or discontinue the process or any part thereof at its absolute discretion at any point of time.

## 6. ELIGIBILITY CRITERIA

6.1 Each Bidder must fulfil the following qualification criteria:

- a. **Legal Capacity:** The Bidder should be a Company registered under the Companies Act, 1956 / the Companies Act, 2013 or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008 or a society registered under The Societies Registration Act, 1860 / a trust registered under the Indian Trusts Act, 1882 / a company as specified in section 25 of Companies Act, 1956.
- b. **Financial Capacity:** In previous 3 years (any consecutive 3 out of 4 years ending FY 2019-20), minimum average turnover of INR 1 crore.
- c. **Solvency:** The Bidder should submit a solvency certificate of INR 10 Lakhs.
- d. **Consortium is not allowed.**

e. **Operational Capacity:**

S. No.	Criteria	Document to be submitted
1.	At least 5 years in existence	Certificate of Incorporation/Registration
2.	Experience in conducting physical fitness test or similar projects across India. The Bidder should have conducted fitness assessment or similar projects of at least 1,000 participants in any one of the previous five years ending FY March 2020.	<p>Only completed projects will be considered.</p> <ul style="list-style-type: none"> <li>• Work Order along with Payment proofs attested by CA / Completion Certificate from the client.</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>• MoU/MoA with educational institution, academies, community centres, govt. agencies, etc.</li> </ul>
3.	Working Experience in more than 5 Locations (cumulative) across India.	<ul style="list-style-type: none"> <li>• Work Order along with Payment proofs attested by CA / Completion Certificate from the client.</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>• MoU/MoA with educational institution, academies, community centres, govt. agencies, etc.</li> </ul>

f. None of the full-time Directors of the bidders should himself / have any relative (a person connected by blood or marriage) working in the Ministry of Youth Affairs and Sports (MYAS) /SAI as full-time employee. An undertaking in this regard is to be given by the Bidder; A person shall be 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 related to the other in the manner indicated below:-
  - i. Father
  - ii. Mother (including stepmother)
  - iii. Son (including stepson)
  - iv. Son's wife
  - v. Daughter (including stepdaughter)
  - vi. Father's father
  - vii. Father's mother
  - viii. Mother's mother
  - ix. Mother's father

- x. Son's son
- xi. Son's son's wife
- xii. Son's daughter
- xiii. Son's daughter's husband
- xiv. Daughter's husband
- xv. Daughter's son
- xvi. Daughter's son's wife
- xvii. Daughter's daughter
- xviii. Daughter's daughter's husband
- xix. Brother (including step-brother)
- xx. Brother's wife
- xxi. Sister (including step-sister)
- xxii. Sister's husband

g. **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 in this clause 6.1 (g):

- financial integrity of the Bidder;
- ability of the Bidder to undertake all obligations set out under this RFE;
- 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 and 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.

6.2 Documentary evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with the references as required in the Eligibility Criteria given above in Clause 6.1.

6.3 If the bids are not accompanied by all the requisite supporting documents as mentioned in Clause 7, the same would be rejected.

6.4 Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances.

**Note:** Exemptions as allowed by GOI regarding Start-ups vide Ministry of Commerce and Industry (Department of Promotion of Industry and Internal Trade) notification dated 19.02.2019 in any of the criteria mentioned above shall be applicable. The bidder claiming such exemption shall be required to submit valid "Certificate of Recognition" as issued by Department of Industrial Promotion and Policy along with the Certificate of Incorporation. In addition, exemptions as allowed by GOI regarding MSMEs vide Ministry of Micro Small & Medium Enterprises notification dated 23.03.2012 are applicable. The bidder claiming such exemption shall be required to submit valid Registration Certificate.

## 7. DOCUMENTS TO BE SUBMITTED

7.1. All the documents are to be mandatorily uploaded online as per the instruction for online bid submission detailed in this RFE document. (All original documents shall be produced on demand by SAI).

7.2. The following documents are to be submitted with the RFE. Upload online the scanned copies as per the instructions mention in Annexure V.

Sl. No.	Criteria	Document to be submitted online
<b>PRE-QUALIFICATION</b>		
1.	<b>Legal Capacity:</b> The Bidder should be a Company registered under the Companies Act, 1956 / the Companies Act, 2013 or Partnership firm registered under the Partnership Act, 1932 or registered (converted to) under the Indian	Scanned copy of Certificate of Incorporation / Registration Certificate / Articles and Memorandum of Association or aims/objectives of the bidder organization of Bidding entity.

Sl. No.	Criteria	Document to be submitted online
	<p>Limited Liability Partnership Act, 2008 or a society registered under The Societies Registration Act, 1860 / a trust registered under the Indian Trusts Act, 1882 / a company as specified in section 25 of Companies Act, 1956.</p>	
2.	<p><b>Valid PAN and GST:</b> The Applicant should have Valid PAN Card and GST Registration Certificate.</p>	<p>Scanned copy of PAN and GST registration.</p>
3.	<p><b>Operational Capacity</b></p>	<p><b>1. At least 5 years in existence</b></p> <ul style="list-style-type: none"> <li>• Certificate of Incorporation/Registration</li> </ul> <p><b>2. Experience in conducting physical fitness test or similar projects across India. The Bidder should have conducted physical fitness assessment or similar projects of at least 1,000 participants in any one of the previous five years ending FY March 2020.</b></p> <ul style="list-style-type: none"> <li>• Work Order along with Payment proofs attested by CA / Completion Certificate from the client.</li> </ul> <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> <li>• MoU/MoA with educational institution, academies, community centres, govt. agencies, along with Completion certificate from the Client etc.</li> </ul> <p><b>3. Presence and proof of work (cumulative) in a minimum 20 cities across India</b></p> <ul style="list-style-type: none"> <li>• Letter of Association with sub-contracting agencies/client certificate to be submitted</li> </ul> <p style="text-align: center;">OR</p>

Sl. No.	Criteria	Document to be submitted online
		<ul style="list-style-type: none"> <li>MoU/MoA with educational institution, academies, community centres, govt. agencies, etc.</li> </ul>
4.	<b>Financial Capacity</b>	<p>Signed and scanned copy of Certificate from a Chartered accountant stating the following:-</p> <ol style="list-style-type: none"> <li>The bidder is abiding by all statutory laws / rules / regulations / guidelines as applicable from time to time including submission of Income tax return, etc.</li> <li>Average turnover during the last three financial years (any consecutive three out of four financial years ending FY 2019-20) in support of eligibility criteria at clause 6 above (Annexure III) along-with audited financial statements. Audited accounts and Report prior to FY 2016-17 will not be accepted.</li> <li>Solvency certificate in support of eligibility at clause 6 above from the bidder's bank. Solvency Certificate for the bidder should not be dated more than one (1) month old from the last date of submission of bid.</li> <li>Scanned copy of Income Tax Return of last 03 years (any consecutive three out of four years ending March 2020).</li> </ol>
5.	<b>Bid Submission Form</b>	Scanned copy of Signed and Stamped Bid Submission Form as per Annexure I.
6.	<b>Authorized Signatory</b>	<p>Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents.</p> <p style="text-align: center;">OR</p> <p>Signed and scanned copy of Board's resolution(s) in favour of Authorized signatory of the bidder. (Sample Attached at Annexure I)</p>
7.	<b>RFE Documents</b>	Signed and Scanned copy of RFE, corrigendum and clarification issued by SAI to this RFE, if any, duly signed and stamped

Sl. No.	Criteria	Document to be submitted online
		on each page by the authorized signatory of the bidder as a mark of acceptance of all conditions of this RFE.
<b>DOCUMENTS FOR EVALUATION</b>		
8	<u><b>Assessment of Presence of Bidder across India:</b></u> <b>Number of physical fitness assessment or similar projects conducted in last five years (ending FY March 2020), only projects with minimum 3 cities can be submitted for evaluation</b>	Work Order along with respective payment proofs attested by CA / Completion Certificate from the client.  OR  Letter of Association/ MoU/MoA with educational institution, academies, community centres, govt. agencies, etc.
9	<u><b>Assessment of capability of the Bidder in handling large data:</b></u> <b>Number of physical fitness assessment or similar projects conducted in last five years (ending FY March 2020), only projects with minimum 300 participants can be submitted for evaluation</b>	Work Order along with respective payment proofs attested by CA / Completion Certificate from the client. In case the project is not completed, work orders will be accepted.  OR  Letter of Association/ MoU/MoA with educational institution, academies, community centres, govt. agencies, etc.
10	<b>Total number of employees on pay roll of the bidder</b>	Self-declaration as per Annexure IV.
11	<b>Highest no. of assessors deployed in a single project</b>	Client certificate/letter of association with sub-contracting agencies  OR  Letter of Association/ MoU/MoA with educational institution, academies, community centres, govt. agencies, etc.

**Note:**

- Wherever applicable, the above documents shall be used for evaluation purpose as well.
- All the above documents in requisite format are to be furnished online.
- Supporting documents for bid evaluation shall also be verified during presentation. The bidders are advised to make their presentation strictly according to the evaluation criteria based on the credentials submitted above.

7.2 A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

### 7.3 Amendments to Bidding Documents:

- a. 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.
- b. Such an amendment will be uploaded on SAI website: [sportsauthorityofindia.nic.in](http://sportsauthorityofindia.nic.in), Khelo India website: [kheloindia.gov.in](http://kheloindia.gov.in) and CPP portal of Government of India [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders are, therefore, advised to refer to SAI website and CPP portal before submitting bids.

### 7.4 Clarification of Bidding Documents:

- a. 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 mentioned in clause 5 above.

**NOTE:** It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above. All the Bids so submitted must be **unconditional**. Bidders should make sure that all the pages should be **numbered**, and **an index** should be attached as first page with the Bid. The authorized signatory of the Bidder must sign the Bid with proper name, designation, duly stamped at appropriate places and initial all the remaining pages of the Bid.

## 8. EARNEST MONEY DEPOSIT (EMD)

8.1 EMD shall be notified to the Empaneled Agencies at the RFP stage.

8.2 As per the General Financial Guidelines of Govt. of India, EMD shall be calculated as 2% to 5% of the estimated cost of project.

## 9. BIDDERS' QUERIES AND RESPONSES THERE TO

9.1 All enquiries from the Bidders relating to this RFE must be submitted exclusively to the contact person at the given email address/by post or by hand. The queries should necessarily be submitted on or before scheduled date and time mentioned in the Bid Schedule in the following format:

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

9.2 All enquiries should be sent to SAI through email only as per email given in Bid Schedule. SAI shall not be responsible for ensuring that Bidder's enquiries have been received by them. SAI shall 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 to all the Bidders.

9.3 SAI will host a Pre-Bid Conference, scheduled as per the details in the Bid Schedule mentioned in Clause 5 of the RFE. The representatives of the interested Bidders may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFE and discuss bidder's queries, together with proposed solutions. SAI shall endeavour to provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFE during the pre-bid conference.

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

9.5 Bidder may also download the Bidding Documents from the web site- [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) / [www.kheloindia.gov.in](http://www.kheloindia.gov.in) & CPP Portal of Govt. of

India i.e. [eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app) Bidders shall ensure that their Bids, complete in all respect should be uploaded online before the closing date and time as indicated in the critical date sheet above on CPP Portal [eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app).

9.6 Bids shall be submitted online only at CPPP website: [eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app). Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at [eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app).

9.7 Bidder who has downloaded the RFE from the Central Public Procurement Portal (CPPP) website: [eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app), [www.kheloindia.gov.in](http://www.kheloindia.gov.in) and SAI website [www.sportsauthorityofindia.nic.in](http://www.sportsauthorityofindia.nic.in) shall not tamper/modify the RFE form. In case if the same is found to be tampered/ modified in any manner, RFE will be completely rejected and Bidder is liable to be banned from doing business with SAI.

## **10. BID VALIDITY**

10.1 The Bid shall remain valid for acceptance for a period of 180 days (One eighty days) days after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.

10.2 In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidders, agree to extend the Bid validity, without any change or modification of their original Bid.

10.3 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.

## **11. SIGNING OF BID**

11.1 The Bidders shall submit their Bids as per the instructions contained in the RFE.

11.2 Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the Bidder to the contract and upload in PDF format.

11.3 The bid shall be duly signed at the appropriate places as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting. The letter of authorization shall be by a written Power of Attorney/Board Resolution, which shall also be furnished along with the Bid.

## **12. SUBMISSION OF BIDS**

12.1 Online bids have been invited and bidder should submit their bid as per instructions given for on-line submission in Annexure V of the RFE.

## **13. BID OPENING**

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

- 13.2 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 and place on the next working day.
- 13.3 Authorized representatives of the Bidders, who have submitted Bids on time may attend the Bid opening provided they bring with them Letters of Authority from the corresponding Bidders acknowledgement letter of bid submission at CPPP website: <http://eprocure.gov.in/eprocure/app>.
- 13.4 The Technical Bid is to be opened at the prescribed time and date as indicated in RFE Bid schedule. During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).
- 13.5 Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid schedule mentioned in Clause 5 of the RFE shall not be considered.

#### 14. BID EVALUATION

14.1 The bid evaluation shall be done according to the following criteria:

S. No.	Marking criteria	Maximum Marks
1	<b>Overall existence in terms of no. of years since incorporation</b> i. 5 - 8 years – 3 Marks ii. More than 8 years– 5 Marks	5
2	<b>Average turnover in last three years (in FY's as per eligibility criteria)</b> i. 1-2 Cr – 2 Marks ii. 2-3 Cr – 3 Marks iii. More than 3crores – 5 Marks	5
3	<b><u>Assessment of Presence of the Bidder across India:</u></b> <b>Number of physical fitness assessment or similar projects conducted in last five years (ending FY March 2020), only projects with minimum 3 cities can be submitted for evaluation (Max.10 marks per project)</b> i. Less than 3 cities covered in same project – 0 marks ii. 3-5 cities covered in same project – 4Marks iii. 5-10 cities covered in same project – 6 Marks iv. More than 10 cities covered in same project – 10 Marks	20
4	<b><u>Assessment of capability of the Bidder in handling large data:</u></b> <b>Number of physical fitness assessment or similar projects conducted in last five years (ending FY March 2020), only projects with minimum 300participants can be submitted for evaluation(Max. 5 marks per project)</b> i. Less than 300 participants in same project – 0 Marks ii. 300-500 participants in same project – 2 Marks iii. 500-700 participants covered in same project – 3.5 Marks iv. More than 700 participants covered in same project – 5 Marks	15
5	<b>Total number of employees on pay roll of Bidder</b>	5

<b>S. No.</b>	<b>Marking criteria</b>	<b>Maximum Marks</b>
	<ul style="list-style-type: none"> <li>• Less than 15 employees – 0 marks</li> <li>• 15 – 25 employees – 2 marks</li> <li>• 25 – 35 employees – 3 marks</li> <li>• More than 35 employees – 5 marks</li> </ul>	
<b>6</b>	<b>Highest no. of assessors deployed in a single project</b> <ul style="list-style-type: none"> <li>• Less than 10 assessors – 0 Marks</li> <li>• 10 -25 assessors – 2 marks</li> <li>• 25-50 assessors – 4 mark</li> <li>• 50-75 assessors – 6 marks</li> <li>• More than 75 assessors – 10 marks</li> </ul>	<b>10</b>
<b>7</b>	<b>Presentation (of responsive bids as per pre-qualification criteria) on Approach and methodology for the assignment including the assessment of the relevant skills and experience of the team for the assignment.</b> General approach & methodology including deployment of technology tools for assessment/training purposes highlighting best practices and successful projects executed	<b>40</b>
<b>TOTAL</b>		<b>100</b>

14.2 Supporting documents for bid evaluation shall also be verified during presentation. The bidders are advised to make their presentation strictly according to the evaluation criteria based on the credentials submitted above.

14.3 **Bidders scoring 70 marks or above shall be eligible for empanelment** as per the provisions detailed in this RFE.

14.4 However, depending on the number of qualified bidders and suitable requirements, SAI may decide to modify the above criteria.

## 15 QUALIFICATION CRITERIA

15.1 Bids of the Bidders, who do not meet the required Qualification/Eligibility Criteria mentioned in clause 6 will be treated as non – responsive and will not be considered further.

## 16 COMPARISON OF BIDS AND AWARD CRITERIA

16.1 For comparison & ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out based on credentials submitted by the bidder as per Clause 6.

16.2 Bids shall be evaluated based on technical score obtained as per clause 14.

## 17 RESERVED RIGHTS

17.1 SAI reserves the right to:

- a) Accept/reject any of the RFE clause in full or part without assigning any reason thereof.
- b) Revise the requirement at a later stage as and when required.

- c) Amend, modify, relax or waive any of the conditions stipulated in the RFE wherever deemed necessary.

17.2 No Liability clause:

- a) 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 RFE 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, without any liability/compensation/damages by SAI whatsoever. SAI will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFE, if SAI decides to cancel the RFE process or for any reason whatsoever.
- b) The Bidder shall be responsible for all costs incurred in connection with participation in the RFE 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.
- c) The submission of a response to this RFE by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFE including the amended terms and conditions/corrigendum (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 RFE;
  - examined all information relevant to the risks, contingencies and other circumstances that could affect the RFE; and
  - satisfy itself as to the correctness and sufficiency of the RFE.
  - Bidders to this RFE 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 RFE. Any clarifications and all information will be via e-mail only. No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFE.

## 18 PERFORMANCE BANK GUARANTEE

18.1 Once empaneled, the selected Bidders will receive limited RFPs/tenders, the winning bidders shall be issued Purchase Order (PO) / Work Order (WO) and such bidders shall be required to give Performance Bank Guarantee (“PBG”) for the amount equivalent to 10% of the PO value. PBG will be in the form of Bank Guarantee (BG) of any Nationalized / Scheduled / Centralized Bank drawn in the name of “**SECRETARY (SAI),KHELO INDIA**” payable at New Delhi to be deposited in the office of Khelo India, 1<sup>st</sup> Floor, SAI Headquarters, JLN Stadium Complex, Entry Gate No 10, Lodhi Road, New Delhi.

18.2 SAI shall have the right to invoke the PBG without assigning any reasons if the selected Agency defaults or deemed to have defaulted or is in breach of any terms and conditions of contract or in the case of non-acceptance of the purchase orders/work order and empanelment will be cancelled.

- a. Empaneled agencies shall be required to give PBG within 15 days of issuance of PO by SAI. In the event of default in submission of PBG within the stipulated time, the Agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the PO value for per day delay. In addition to this, SAI shall have the right to cancel empanelment with the right to other legal remedies that may be available under law.
- b. The PBG should remain valid for an additional period of 90 (ninety) days beyond the timelines mentioned in the PO. For example, if the timelines mentioned to complete a deliverable in the PO is for 3 months, the PBG shall be valid till 3 months + 90 days from the date of project initiation.
- c. In the event wherein a PO is released by SAI for project renewal or a fresh PO is released, the bidder shall ensure extension / submission of PBG with 15 days of issuance of the PO. Penalty as per clause 18.2 (a) shall be applicable in the event of default in timely submission of PBG.

18.3 PBG must be made in form of Bank Guarantee equal to 10% of PO value.

Validity	Valid for the period of PO / extended PO <b>plus (+) 90 days.</b> <ul style="list-style-type: none"> <li>• The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO subject to any costs, expenses, dues damages, penalty payable by the Agency.</li> </ul>
Instrument	One single deposit in the form of Bank Guarantee.
Amount	Equal to 10% of PO value
Replenishment condition	PBG will be immediately replenished in the event of invocation of PBG by SAI.

The EMD/Bid Security will be returned upon receipt of PBG by the Bidder. The EMD/Bid Security is also liable to be forfeited, in the event of any breach of terms and conditions of the RFE/RFP/Tender documents by the Bidder or if the Bidder impairs and/or withdraws from the Bid process after the Bid due date and time.

## 19 AWARD OF WORK

19.1 As mentioned earlier, RFP including the detailed scope of work will be given to all empanelled agencies for submission of technical & financial proposal for the same.

## 20 PENALTY CALCULATION PROCESS

### **Time shall be the essence of the contract.**

Any unjustified and unacceptable delay beyond the delivery / installation (where applicable) schedule as per purchase/ Work order will render the Bidder liable for penalty at the rate as mentioned in the following clauses.

- 20.1 The empanelled Bidder shall render the services strictly adhering to the timeline mentioned in the Work order. Any delay by the Bidder, in the performance of its obligations, error percentage greater than 5%, shall attract Penalty at the rate of 0.5% of the total value of the Purchase / Work Order per day of delay subject to a maximum of 10% of the work order value. Beyond 20 days (or 10% penalty), SAI will have the option of getting the work done through alternate sources at the cost and risk of the defaulting Bidder besides having the option of terminating the services of the empanelledbidder .
- 20.2 The empanelled bidder shall not refuse to accept SAI work order under any pretext. The work order can be collected from SAI office or if convenient to theBidder , it can be mailed to them. The Bidder shall start the work within 7 days of the date of the work order or as may be specified in the work order.
- 20.3 SAI would be free to revoke the defaultingBidder's 's bank guarantees (including the ones submitted for other Work Orders) in the event of breach of obligations of the Empanelled Bidder and/or termination of the Contract.
- 20.4 If at any time during performance of the work order, the Bidder encounter's conditions impeding timely performance of the ordered services, the Bidder shall promptly notify SAI in writing of the fact of the delay, its likely duration and its cause(s).SAI will examine the causes and may in its discretion either extend the time lines or condone the delay or terminate the Agreement and forfeit the Performance Security besides other legal remedies as may be available to SAI.

## 21 PAYMENT PROCESS

- 21.1 Subject to satisfactory services and proper verification, Payment will be made in Indian Rupees only .
- 21.2 Payment will be made according to the payment schedule mentioned in the Work Order.
- 21.3 Payments shall be subject to deductions of any amount for which the Agency is liable as per the penalty clause of this RFE document. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and any other taxes.

## 22 CORRUPT OR FRAUDULENT PRACTICES

- 22.1 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: -

- a) 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;
- b) will declare the Bidder ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by SAI if it at any time determines that the Bidder has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.

22.2“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.”

### **23 CONFIDENTIALITY**

23.1 The Bidder agrees and acknowledges that this RFE is confidential and the Bidder, by downloading the RFE document, agrees and undertakes that nothing contained in this RFE 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 RFE, and any information disclosed to them in relation thereto.

23.2 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.

23.3 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.

## 24 GENERAL TERMS AND CONDITIONS

- 24.1 Any default or breach in discharging obligations under this RFE/Tender documents 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 empanelled bidder to put pressure of any kind, may disqualify the empanelled bidder for the present RFE and the empanelled bidder may also be liable to be debarred from bidding for SAI/SAI RFEs 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 RFE, depending upon project priorities vis-à-vis urgent commitments.
- 24.3 SAI also reserves the right to accept/reject a bid, to cancel/abort RFE process and/or reject all bids at any time prior to award of empanelment, without thereby incurring any liability to the affected Bidders on the grounds of such action taken by SAI.
- 24.4 SAI may not award any work to the Empanelled Bidder at its own discretion without assigning any reason thereof.
- 24.5 Any default by the bidders in respect of RFE 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 empanelled bidder is found in-breach of any condition(s) of RFE 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 empanelled bidder to bring pressure towards SAI's decision making process, such Bidder shall be disqualified for participation in the present RFE and such Bidder may be liable to be debarred from participating /bidding for SAI tenders in future for a period of three years.
- 24.9 Printed/written conditions mentioned in the RFE 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 Bidder is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.
- 24.11 SAI will not be responsible for any misinterpretation or wrong assumption by the Bidder, while responding to this RFE.
- 24.12 Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFE document, shall be short-listed for further evaluation.
- 24.13 This empanelment shall not confer any right to the empanelled bidders to claim the award of work during their term of empanelment.
- 24.14 Owing to the special requirement, SAI may issue separate tender/RFP rather than restricting to only Empanelled Bidder . The special requirement shall include, along with other reasons, unreasonable/inflated rates quoted by the Empanelled Bidder.
- 24.15 In case separate tenders/RFPs are floated by SAI, the Empanelled Bidder can also participate in the bidding process.

- 24.16 It is urged through this RFE 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.
- 24.17 Bidders are requested to share information which is true and based some tangible proofs.
- 24.18 After the work order is issued through an RFP process, successful bidder needs to do the hardware sizing for storing the data and hosting the application (if required) during the planning stage, on the basis of that SAI will procure & provide the required infrastructure over cloud at NIC along with the connectivity. It will be the responsibility of the bidder to host the application (if required) over the cloud to be provided by SAI. All the responsibility lies with the bidder with respect to architecture designing & hosting the applications (if required). The bidder should provide two distinct environments for storing the data and hosting the application (if required). These environments would be known as PRODUCTION and UAT environment. Access to both these environments would be controlled and would be separate from the development environment. The UAT environment would be mirror of the Production environment and shall be used for staging. Apart from these there should be distinct environments for development and testing. The development environment should also be cloud based and like Prod and UAT environment and should be a separate area where the development and testing related activities are carried out.

## **25 REPRESENTATIONS AND WARRANTIES**

- 25.1 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 RFE or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFE and any assessment, assumption, statement or information contained therein or deemed to form part of this RFE or arising in any way in this Selection Process.
- 25.2 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 RFE.
- 25.3 The Bidder represents that all the information provided is correct and 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 / blacklisting etc. without incurring any liability to the affected bidder(s) on the ground of SAI/SAI/MYAS's action.
- 25.4 The Bidder represents that no effort has been used by the Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing. Such an effort shall result in non-consideration / rejection of its Bid.

## **26 INDEMNIFICATIONS AND LIABILITIES**

- 26.1 The bidder shall fully indemnify, hold harmless and defend MYAS/SAI/Representatives 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, which arise out of or relate to:
- a) any breach of any representation or warranty of the bidder contained in the RFE,
  - b) any breach or violation of any covenant/terms or other obligation or duty of the bidder under this RFE/Bidding documents.
- 26.2 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 RFE.
- 26.3 SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFE process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI action.
- 26.4 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SAI or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and SAI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.
- 26.5 Each party shall, at all times, indemnify and keep indemnified the other party, against all claims / damages for any infringement of any intellectual property rights by it of the other party.
- 26.6 The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPR) while providing its services under the Project.
- 26.7 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 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.
- 26.8 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.
- 26.9 All claims regarding indemnity shall survive the termination or expiry of the Contract.

## **27 TERMINATION**

### **27.1 Termination for Insolvency**

SAI may at any time terminate the Contract by giving a written notice of One (01) month to the Successful bidder, if the Successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful 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.

#### 27.2 Termination for default

- a) SAI, New Delhi, without prejudice to any other contractual rights and remedies available to it, may by written notice to the Successful Bidder, immediately terminate the contract in whole or in part, if the Successful Bidder fails to deliver any or all services as per satisfaction of SAI or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by SAI, New Delhi.
- b) Unless otherwise instructed by SAI, New Delhi, the Successful Bidder shall continue to perform the contract to the extent not terminated.

#### 27.2 Termination for convenience

- a) SAI, New Delhi reserves the right to terminate the contract, in whole or in part for its (SAI's) convenience, by serving written notice to the Successful Bidder at any time during the pendency of the contract. The notice shall specify that the termination is for the convenience of SAI, New Delhi. The notice shall also indicate inter alia, the extent to which the Successful Bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- b) The goods and services which are complete and ready in accordance with terms of the contract for delivery and performance shall be accepted by SAI, New Delhi within 30 (thirty) days of the receipt of the notice of termination by the Successful Bidder in accordance with the contract terms, conditions and prices. For the remaining goods and services, SAI, New Delhi may decide:
  - To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
  - To cancel the remaining portion of the goods and services and compensate the Successful Bidder by paying an agreed amount for the cost incurred by the Successful Bidder towards the remaining portion of the goods and services.

## **28 FORCE MAJEURE**

- 28.1 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, lockdowns, quarantine restrictions, curfew 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.

- 28.2 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.
- 28.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, SAI may at its option terminate the contract without any financial repercussion on either side.
- 28.4 In case due to a Force Majeure event SAI, New Delhi is unable to fulfil its contractual commitment and responsibility, SAI, New Delhi will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above subparagraphs.

## **29 DISPUTE SETTLEMENT MECHANISM**

- 29.1 All disputes or differences arising out of or in connection with the present RFE/Tender documents, contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. SAI and the Successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 29.2 If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either SAI, New Delhi or the Successful Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996, as amended the rules there under and any statutory modifications or re-enactments thereof and the award of such Arbitration Tribunal shall be enforceable in Indian courts only. In the case of a dispute or difference arising between SAI, New Delhi/ SAI and a Successful Bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator, appointed to be the arbitrator by the Director General (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract. The fees and the procedure of the Arbitration proceeding shall be in accordance with the prevailing policies of SAI.
- 29.3 Venue of Arbitration: The Sole Arbitrator shall have its seat in Delhi.
- 29.4 The Arbitration proceedings will be in English Language.
- 29.5 Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- 29.6 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 SAI's Arbitration proceedings.
- 29.7 All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the High Court at Delhi/ New Delhi.

**30 APPLICABLE LAW**

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

## ANNEXURE 'I' | BID SUBMISSION FORM

To,

**Senior Director (Khelo India)**  
**Ramp No. 6, Khelo India Division,**  
**JLN Stadium Complex, Entry Gate No 10,**  
**Lodhi Road, New Delhi - 110003**

**Sub:** “Empanelment of Agencies to directly conduct Physical Fitness Tests for Talent Identification from various Sports Disciplines and other similar activities”

Dear Sir,

1. With reference to the RFE dated \_\_\_\_\_ for the above captioned project, and clarification issued by SAI, New Delhi thereof, I \_\_\_\_\_, having examined all relevant documents and understood their contents, hereby submit our Proposal for empanelment to directly conduct Physical Fitness Tests for Talent Identification from various Sports Disciplines and other similar activities for **Sports Authority of India**. The proposal is unconditional.
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 empanelment as the Agency for the aforesaid Project.
4. I shall make available to SAI, New Delhi any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I acknowledge the right of the SAI, New Delhi 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 agree to keep our Bid valid for acceptance for 180 (One Hundred and Eighty) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
7. I 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 certify that we fulfil the “Fit and Proper Person” criteria as mentioned in this RFE document.
9. I understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, 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 have examined and have no reservations to the RFE Documents, including any Addendum issued by SAI, New Delhi;
- b. I 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 hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. None of our full-time Directors is working as a full-time employee or directly related to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports as per eligibility criteria stated in this RFE.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

**POWER OF ATTORNEY (SAMPLE)**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms.....son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of .....as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Empanelment 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, New Delhi, representing us in all matters before SAI, New Delhi, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SAI, New Delhi 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, New Delhi.

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 PRINCIPALHAVEEXECUTED THIS POWER OF ATTORNEY ON THIS .....DAY OF ....., 2020.

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

Witnesses:

- 1.
- 2.

Notarized Accepted

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

Notes:

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 50 (fifty) and duly notarized by a notary public.*

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

The following information should be provided in the format below for each Eligible Project for which your firm was legally contracted by the Client stated as a single entity.

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

### IMPORTANT:

1. Use separate sheet for each Eligible Project. Please mark each sheet as Annexure II(a), Annexure II(b), Annexure II(c)..... for each different project.
2. Please provide proof of eligible projects undertaken with a copy of Successful Completion Certificate attached from the client. 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 'III' | ANNUAL TURNOVER

Any three consecutive years out of four to be selected

S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)
1.	2016-17	
2.	2017-18	
3.	2018-19	
4.	2019-20	

#### Certificate from the Statutory Auditor

This is to certify that .....(name of the Applicant) has received the payments shown above against the respective years on account of professional fees. And the Average Turnover of the Firm from professional fees 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 Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Applicant.
- In case audit of the firm is pending for the FY \_\_\_\_, provisional accounts certified by CA may be considered. Audited accounts and Report prior to \_\_\_\_ will not be accepted.

**ANNEXURE 'IV' | HR CERTIFICATE ON COMPANY LETTER HEAD**

<b>Name of Agency:</b>	
<b>No. of Employees on pay roll of the Agency:</b>  Note: The employees such as Labourers / MTS / Sweepers / Peons / Office Boys etc. shall not be considered for assessment	

**Organisation Structure highlighting the deployment of manpower:**

- ORGANISATION CHART TO BE INSERTED -

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, the above details correctly describes the deployment of resources in my organisation. I understand that any misstatement or misrepresentation described herein may lead to disqualification of our bid.

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<b>Name of HR Head</b>	<b>Signature</b>	<b>Date</b>
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## **ANNEXURE ‘V’ | INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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

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

### **2. REGISTRATION**

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

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

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

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

- (i). Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
- (ii). Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of

documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## 5. SUBMISSION OF BIDS

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

- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**6. ASSISTANCE TO BIDDERS**

- (i) Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

## ANNEXURE 'VI' | INDICATIVE SCOPE OF WORK

The below section highlights indicative scope of work for upcoming projects being handled by SAI. It is to be noted that these details are only given for reference of the bidders to understand the types of assignments which are currently handled by SAI. Detailed scope of work including break-up of cost elements shall be shared with empanelled agencies in due course of time. SAI may/may not include some/all the below mentioned tasks in the actual scope in RFP stage.

### 1. Talent Identification

- a. To assist in talent identification process across different age groups and sports. Talent Identification is to be carried out in the selected sport discipline for proven and potential athletes and more so in priority sports disciplines in which the country has a potential /advantage.
- b. To broaden the bench strength of grass-root level Talent Scouting/Identification at State, District and block level services of empanelled agencies may be required to conduct stipulated assessments/tests.

### 2. Fitness Assessment of School Going Children

To conduct fitness assessment and upload the correct data to the Khelo India App. Own the complete delivery of the conducting fitness assessment at school levels.

- a. The selected Bidder will help implement the recommendations of the experts Committee set up by Sports Authority of India (SAI), which had detailed consultation with various stakeholders, and has finalized the physical fitness parameters for these age groups of school going children across India: 5-8 years, 9-14 years, 15-18+ years.
- b. Khelo India App for Schools: It is recommended that the assessments be done twice in an academic year (Term ending Sep and Term ending March) by State Boards.
- c. Fitness Assessment of the school going children is to be done as per the manuals published on Khelo India Website. The links for the respective manuals are as follows:  
<https://schoolfitness.kheloindia.gov.in/StaticPage/TestVideos.aspx>  
<https://schoolfitness.kheloindia.gov.in/UploadedFiles/SampleData/AdminManual.pdf>

### 3. Age appropriate Fitness Protocols

Future requirement may also include fitness assessments for age categories 18 to 65 years and 65+ years.

- a. In addition to fitness protocols for the school going children, Fit India mission has also launched the Age Appropriate Fitness Protocols for different age groups for age categories 18 to 65 years and 65+ year age categories.
- b. Fit India mission is also in the process of developing a mobile application based on the age appropriate fitness protocols which will help citizens across all age

group to do a real time assessment of their fitness level. Complete information regarding the protocols could be generated from the following link:  
<https://sites.google.com/view/fitindiaoff/homes>

- c. The services of empanelled agencies may also be used for various suitable programs which shall be undertaken under this initiative.