



सत्यमेव जयते

**MINISTRY OF YOUTH AFFAIRS &
SPORTS**

Government of India

**E-Bid Document
Request for Proposal (RFP)
for
Selection of Digital, Branding and Communication Agency**

Location: Delhi

Reference No: KI/DBDC/RFP/050/2020-21

Date: 12/11/2020

Issued by:

Sports Authority of India

1st Floor Sports Authority of India HQ, JLN Stadium Complex,

Entry Gate No. 10, Lodhi Road, New Delhi-110003

Website: <http://sportsauthorityofindia.nic.in/>

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Disclaimer

- 1) The information contained in this Request for Proposal Document (hereinafter known as “RFP 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 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 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) 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 RFP 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 RFP Document.

Introduction

Sports Authority of India (SAI) proposes to appoint **Digital, Branding and Communication Agency** for enabling its mass communication activities so as to create a strong voice towards sports and reach to the last mile on internet domain on real time basis. This shall help in promoting the activities and initiatives of:

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

Accordingly, showcase how MYAS and SAI enable and empower the multi-sporting ecosystem in the country. The online/offline engagement with citizens of the country should be able to create a positive buzz of the Indian athletes. The agency should have capability to multiply the reach of content and promote content organically on various available platforms.

Brief description of the selection process

SAI has adopted a two-stage selection process (collectively the "**Selection Process**") in evaluating the Proposals comprising technical and price bids to be submitted on Proposal Due Date. In the first stage, a technical evaluation will be carried out as specified in Clause 13. In the second stage, a price evaluation will be carried out as specified in Clause 14. Proposals will finally be ranked according to their combined

technical and price scores as specified in Clause 14. The first ranked Bidder shall be selected for award of contract (the "**Selected Bidder**")

Communications

All communications including the submission of Proposal and submission of queries should be addressed to:

To,

Senior Director (Khelo India)

Khelo India Secretariat

Ramp No. 5 & 6

JLN Stadium Complex, Lodhi Road,

New Delhi –110003

Email: procurement.kheloindia@gmail.com

Website: <http://sportsauthorityofindia.nic.in/>

Glossary

- i. "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply services or execution of works made in accordance with the terms and conditions set out in this RFP;
- ii. "Agency", "Firm", "Company", "Bidder" means any registered entity or person or associations of persons who submit their proposals for providing Services in accordance with this RFP.
- iii. "Bid security/Earnest Money Deposit" means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or breach of any terms and conditions of tender document, failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.
- iv. "Contract" means the Contract signed by the Parties and all the attached documents, if any.
- v. "Letter of Acceptance" or "LOA" means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
- vi. "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them
- vii. "RFP" means this Request for Proposal issued by Sports Authority of India for the appointment of Digital, Branding and Communication Agency.
- viii. Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities and tasks to be performed.
- ix. Proposal or Bid means the bidder's written reply or submission in response to this RFP.

1. Instruction to the Bidders

- 1.1. The Bidders can download this RFP from the website: <http://sportsauthorityofindia.nic.in> & CPP Portal website: <http://eprocure.gov.in/eprocure/app>. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in Clause 2 of this RFP.
- 1.2. 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 IX- Instructions for Online Bid Submission**.
- 1.3. RFP will not be sold/ issued manually from SAI.
- 1.4. Only those Bids shall be accepted for evaluation for which Earnest Money Deposit (EMD) as mentioned in the Tender items list, in the form of Demand Draft/FDR/online acceptable mode/Bankers Cheque/Bank Guarantee from scheduled commercial bank drawn in favour of "Secretary Sports Authority of India" payable at Delhi are deposited in the office of Sports Authority of India, JLN Stadium Complex, Entry Gate No. 10, Lodhi Road, New Delhi on or before scheduled date given in this RFP.

2. Bid Schedule

1	Name of the Bid	Request for Proposal (RFP) for Selection of Digital, Branding and Communication Agency
2	Method of selection	Quality Cost Based Selection (QCBS): 70:30
3	Earnest Money Deposit (EMD)	INR 4,70,000/- (Four Lakhs Seventy Thousand Only)
4	Performance Security	10% of the Original Contract value
5	Financial Bid to be submitted together with Technical Bid	Yes
6	Name of the SAI's official for addressing queries and clarifications	Senior Director (Khelo India) Khelo India Secretariat Ramp No. 5 & 6 JLN Stadium Complex, Lodhi Road, New Delhi –110003 Email: procurement.kheloindia@gmail.com Website: http://sportsauthorityofindia.nic.in/ Clarifications may be requested not later than the day of the Pre-bid Meeting as mentioned in schedule of bidding process below
7	Bid Validity Period	180 days
8	Bid Language	English

9	Bid Currency	INR
10	Consortium	Not Allowed
11	Sub-contracting	Not Allowed
12	Joint Venture	Not Allowed
13	Schedule of Bidding Process	
	Task	Key Dates
	Bid upload date	12.11.2020
	Last date of receiving queries	18.11.2020 by 5:00 PM
	Virtual Pre-bid conference	19.11.2020 at 11:00 AM Video conferencing link for online pre-bid meeting shall be communicated through corrigendum.
	Bid Due Date	03.12.2020 by 11:00 AM
	Opening of Technical Bids	04.12.2020 at 11:30 AM
	Technical / Concept presentation	To be communicated later
	Opening of Financial Bid	To be communicated later
14	Account details	For EMD A/C NAME : SECRETARY SAI, KHELO INDIA A/C NO. : 108510100037232 BANK NAME : ANDHRA BANK BANK BRANCH : JLN STADIUM, SPORTS AUTHORITY OF INDIA BUILDINGCGO COMPLEX, NEW DELHI BRANCH CODE : 1085 IFSC CODE : ANDB0001085

3. Language of the 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.

4. Eligibility Criteria

4.1 Bids of the Bidders, who do not meet the required Qualification/Eligibility Criteria mentioned in this RFP shall be treated as non – responsive and will not be considered further.

S.No.	Pre-Qualification Criteria	Supporting Document
A.	Legal Status	
1.	The bidder should be a legal entity registered under the relevant statute for a minimum period of 5 years as on Proposal due date.	Copy of 'Certificate of Incorporation' or Registration Certificate duly attested by authorized signatory.
2.	The bidder must enclose PAN card details and GST registration details.	Relevant Copies of documents, duly attested by authorized signatory.
3.	Bidders declared blacklisted by any Central/ State Government sector/ Public Sector Units/ Autonomous bodies/ Public Sector Banks/ Statutory bodies due to corrupt, fraudulent or any other unethical business practices as on date of bid submission shall not be eligible.	Undertaking signed by the authorized signatory that the Bidder has not been debarred. Annexure VIII
B.	Financial Capacity	
1.	Average annual financial turnover of INR 1 Crore during the last three years, ending 31st march of the previous Financial Year (i.e. FY 2017-18 2018-19 and 2019-20). Bidder should not have suffered any financial loss for more than one year during the previous Financial Year (i.e. FY 2017-18 2018-19 and 2019-20).	Copy of audited financial Statements for 3 financial years duly authenticated by CA i.e. FY 2017-18, 2018-2019 and 2019-20. Annexure III
C.	Technical Capacity	
1.	The Agency should have minimum experience of 5 years in Digital campaigns/Multimedia brand campaign/Multimedia creative production, Digital Branding and Positioning, Digital Communications, Online Content creation and management, Planning and executing Influencer programs, Social Listening, and Online Reputation Management, with total cost of INR 3 Crore (from one and/or not more than three completed projects) in last 5 years from the proposal submission date.	Copy of Work order, Completion certificate or Certification by a Chartered Accountant that entire payment has been received upto Proposal due date. Annexure II
2.	Team of competent key Personnel:	Annexure IV

	S.No.	Experts/Key Resources	Desired Experience	
	1.	Content Production Expert	As defined in <i>Section 2.3. Key Personnel</i>	
	2.	Communication Expert		
D.	Fit and Proper Person: Bidder should be Fit and Proper person as per the criteria defined in this RFP document.			<i>Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory, as per conditions mentioned below.</i> Annexure I
E.	The agency should have office/branch in Delhi-NCR with good infrastructure			<i>Please provide the address along with proof</i>

(a) Conditions for Fit and Proper Person:

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

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

- 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.
- Any other criteria as deemed fit by SAI.

5. Bid Validity

- 5.1. The Bid shall remain valid for acceptance for a period of 180 days (One hundred and eighty days) days after the Bid Due Date (Last date and time of submission of Bid) prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same.
- 5.2. 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.
- 5.3. 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.

6. RFP Process

- 6.1. RFP issued by the SAI constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as Clause 4 above) to be Service Provider (after evaluation of eligible bidders), subject to the terms of this RFP and the Service Agreement.
- 6.2. 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.
- 6.3. This RFP is only illustrative in nature and all narrations are intended to be used by the applicant 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, save in relation to the eligibility criteria, technical requirements and the evaluation principles of the Bids.
- 6.4. Upon selection of a Bidder by SAI and the selected Bidder/ Service Provider shall enter into a detailed contract/agreement ("**Service Agreement**")incorporating the provisions of this RFP and the successful Bid
- 6.5. SAI may issue Letter of Intent (LoI) before execution of the service agreement, if required.
- 6.6. **Period of Service Agreement:** The period of service agreement shall be for 1 (One) year from the execution of service agreement subject to annual review, extendable for another 2 years on existing terms and conditions or the terms and conditions settled at that time with the consent of both the parties based on the requirements and satisfactory performance of the service provider. Any renewal or extension shall be by way of fresh Agreement.

7. Bid Prices

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

8. Submission of Bids

- 8.1. Bids to be submitted online as per instructions in **Annexure IX: Instructions for online submission** of the RFP.
- 8.2. SAI will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.
- 8.3. 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.
- 8.4. Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Bidders acknowledgement letter of bid submission at CPPP website: <http://eprocure.gov.in/eprocure/app>.
- 8.5. The Technical Bid is to be opened at the prescribed time and date as indicated in RFP Bid schedule. During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).
- 8.6. Financial bids of the technically qualified Bidders shall be opened online at the date, time and as intimated later on CPPP e-procurement website <https://eprocure.gov.in/eprocure/app>. The authorized signatories/ representatives of such Bidders who wish to attend the financial bid opening may please do so by showing their bid acknowledgement slip.

9. Earnest Money Deposit

- 9.1. The Bidder shall furnish along with its Bid, EMD for an amount of **INR 4,70,000/- (Four Lakhs Seventy Thousand Only)**.
- 9.2. The EMD is required to protect SAI against the risk of the Bidder's unwarranted conduct. Non submission of EMD will be considered as major deviation and bid without EMD shall be considered as non-responsive.
- 9.3. EMD must be submitted to SAI before bid submission end date and time as mentioned in the Bid Schedule.
- 9.4. In case as per Notification of Government of India, if the Bidder falls in the category of exemption of EMD, Bidder should furnish the relevant Notification along with required documents like valid Registration Certificate along with all other relevant documents. If no such notification or Registration Certificate along with relevant documents is furnished along with the bid, bid shall be treated as un-responsive and shall be summarily ignored without any further reference.

9.5. 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. The Start-ups as defined in Annexure-A of the “Action Plan for Start-ups in India” by Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry, will also be eligible for EMD Exemption on submission of valid documents.

9.6. The EMD shall be furnished in one of the following forms:

- Account Payee Demand Draft
- Banker’s cheque
- Fixed Deposit (FDR)
- Bank Guarantee from any of the Commercial Banks
- Any online acceptable method (NEFT/RTGS) as per the following details (the Bidder has to submit a copy of UTR No. in case the transaction is done by this method);

A/C NAME : SECRETARY SAI, KHELO INDIA

A/C NO. : 108510100037232

BANK NAME : ANDHRA BANK

BANK BRANCH : JLN STADIUM, SPORTS AUTHORITY OF INDIA BUILDINGCGO COMPLEX, NEW DELHI

BRANCH CODE : 1085

IFSC CODE : ANDB0001085

9.7. Demand Draft/Bankers Cheque/FDR/BG from scheduled commercial bank drawn in favour of “SECRETARY SAI, KHELO INDIA” payable at New Delhi are deposited in the office of KHELO INDIA, Staircase No. 6, JLN Stadium Complex, Lodhi Road, New Delhi 110003 on or before scheduled date given in this RFP.

9.8. The EMD shall be valid for a period of 45 days (forty-five days) days beyond the validity period of the Bid. As validity period of Bid as per clause 5 of this RFP is 180 days, the EMD shall be valid for 225 days from the Bid Due Date (i.e. last date and time of submission of the Bid)

9.9. EMD of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than 30 (thirty) days after conclusion of the resultant Contract. Successful Bidder’s EMD will be returned without any interest, after receipt of Performance Bank Guarantee (PBG) from that Bidder.

9.10. The EMD shall stand forfeited if a Bidder:

- Withdraws or amends or impairs or derogates its bid during the period of bid validity;
- Fails to accept orders issued in its favour for execution, and / or violates the RFP terms and conditions of the contract after submission of the bid;
- Successfully gets selected but fails to sign the contract within the stipulated time;
- Without prejudice to other rights of SAI, if it fails to furnish the required Performance Bank Guarantee within the specified period; or
- Any breach or violation of terms of RFP and/or tender documents.

10. Bidders queries and responses thereto

- 10.1. 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, Senior Director, Khelo India, Sports Authority of India, New Delhi.			
BIDDER'S REQUEST FOR CLARIFICATION			
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:
			Email:
Sl. No.	Bidding Document Reference(s) (Clause number/page)	Content of RFP requiring clarification	Points of Clarification required.
1			
2			

- 10.2. All enquiries should be sent to SAI only 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 posted on the online portal, i.e. <http://eprocure.gov.in/eprocure/app>. Bidder should regularly visit the portal for any updates/corrigendum.
- 10.3. SAI will host a Pre-Bid Conference (either virtual or physical), scheduled as per the details in the Bid Schedule. The representatives of the interested Bidders may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder's queries, together with proposed solutions. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The link shall be provided to the Bidders one hour prior to the scheduled meet.
- 10.4. 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).
- 10.5. **Amendments to Bidding Documents:**

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

10.6. Clarification of Bidding Documents: 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.

11. Format of Submission of Bids

- 11.1.** All documents are to be uploaded in PDF or scanned copies online.
- 11.2.** The Bidder is required to upload the documents as per Documents to be submitted in clause 12. of this RFP.
- 11.3.** Bidders shall submit 'Online Bid' only in PDF/Scanned copy. Hard Copy of Bid documents will not be accepted.
- 11.4.** The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
- 11.5.** Bidder must ensure that the Technical Bid soft copies do not contain any information pertaining to Commercial bid/Prices.
- 11.6.** In exceptional circumstances, at its discretion, SAI may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.
- 11.7.** The envelope containing the EMD must be received in the office of the Sports Authority of India, New Delhi between 10 am to 5 pm on any working day up to date mentioned in Bid Schedule. The envelope shall be super-scribed with the name of this RFP.

11.8. 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 or Incomplete in any form;
- iii. Inclusion of commercial Bid details in a technical Bid, or technical Bids that reveal quotations, in any form;
- iv. Non-fulfilment of the eligibility criteria set out in this RFP, by the Bidder;
- v. Breach of any terms and conditions of the Bid;
- vi. Any Bid that does not comply with the conditions laid down by SAI; and
- vii. Any other reasons deemed fit by SAI.

11.9. Rejection of Commercial Bids

In addition to any other reasons stipulated in this RFP, commercial 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. Commercial Bids made through Tele fax/Telegraphic/Fax/E-mail/by post/or any other mode not prescribed by SAI;
- iii. Bids which do not confirm unconditional validity of the bid for 180 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 commercial bid, if any;
- vi. Any Commercial Bid that does not comply with the conditions laid down by SAI/terms of RFP;
- vii. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections/errors in the quoted figures will be entertained after the submission of the Bid; and
- viii. 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.

11.10. 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; and
- 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 commercial bid.

12. Documents to be submitted

12.1. All the documents are to be mandatorily uploaded online as per the instruction for online bid submission detailed in this RFP document.

12.2. The following documents are to be submitted with the RFP. Upload online the scanned copies as per the instructions mention in ***Annexure IX: Instructions for Online Bid Submission.***

Sl. No.	Criteria	Document to be submitted online
1	EMD	Scanned copy of Proof of online payment/D.D. / Bankers Cheque/FD/Bank Guarantee drawn against the E.M.D to be paid as per this RFP followed by the originals.
2.	Pre-Qualification Documents	As Mentioned in clause 4.
3.	Technical Evaluation Documents	As Mentioned in clause 13.

4.	Financial Bid	As per Required Format given at Annexure VI .
5.	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per Annexure I .
6	Authorized Signatory	Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents. OR Signed and scanned copy of Board's resolution(s) in favour of Authorized signatory of the bidder. (Sample Attached at Annexure I)
7.	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.

Note:

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

13. Technical Evaluation Criteria

- 13.1.** The Bids will be evaluated based on the QCBS method as mentioned in GFR 2017.
- 13.2.** Overall weightage of 30% for Financial Bid and 70% weightage for Technical Bid shall be considered while calculating final score.
- 13.3.** The technical Bid of each Bidder shall be evaluated in accordance with the following methodology:

S.No.	Criteria	Total Score	Documents Submission
1.	Agency's Specific Experience- Digital, Branding and communication experience in Central/State Government sector/Public Sector Units/Autonomous bodies/Public Sector Banks/Statutory bodies The Bidder should have successfully executed projects relating to Digital, Brand planning and management, content production, account management, Online	10	Copy of Work order, Completion certificate or Certification by a Chartered Accountant that entire payment has been received upto

S.No.	Criteria	Total Score	Documents Submission
	<p>reputation management or any other similar nature project, in India in past 10 years</p> <ul style="list-style-type: none"> One project of minimum Rs. 2 crore contract value, OR Two projects of minimum Rs. 1 crores contract value each, OR Three projects minimum Rs. 70 lakhs crores contract value each. <p>‘Similar Nature’ means the project involving areas such as Digital Branding and Positioning, Digital Communications & Marketing, Editorial Content creation for TV, Print & Online, Video Production, PR and Brand management, and Social Listening.</p>		<p>Proposal due date.</p> <p>Annexure II of RFP</p>
2.	Qualifications and competence of the key personnel staff for the assignment (Core Team)	40	<p>CV of the key personnel as per</p> <p>Annexure IV of RFP</p>
	<p>a) Content Production Expert</p> <p>b) Communication Expert</p>		
	<ul style="list-style-type: none"> Years of Experience (7.5 marks per Expert) <ul style="list-style-type: none"> ≥ 10 Years – 5 mark ≥ 15 Years- 7.5 marks 	15	
	<ul style="list-style-type: none"> Adequate Experience for the Project relating to Brand planning and management, content production, account management, Online reputation management or any other similar nature project (12.5 marks per expert) <ul style="list-style-type: none"> -1 Project – 4 mark - 2 Projects - 8 marks - 3 Projects or more- 12.5 marks <p>‘Similar nature’ means the project involving areas such as: Digital Branding and Positioning, Digital Communications & Marketing, Editorial Content creation for TV, Print & Online, Video Production, PR and Brand management, Social Listening, and Reputation Management.</p>	25	
3.	Concept Presentation: Adequacy of the proposed work plan in response to ToR	50	
	a. Understanding of Objectives, Comments of ToR and	15	

S.No.	Criteria	Total Score	Documents Submission
	understanding of the assignment and presentation on project.		
	b. Approach and Methodology for overall scope of work, work Plan, Activity Schedule, and Staffing Schedule The agency shall present a Outreach Plan and communication strategy.	25	
	c. Innovativeness. The agency shall elaborate upon approach towards key aspects of the project related to: - Strategy to increase the digital/online presence of MYAS and SAI - Content development strategy - Creative illustrations for digital space - Crisis management - sample case study in sports sector - Innovative ideas and suggestions, etc.	10	
	TOTAL	100	

13.4. A Bidder must get a minimum of 70marks (out of 100 marks) in the Technical Evaluation to proceed to opening of commercial bid.

13.5. SAI reserves its right to reject any bid for any reason whatsoever.

13.6. 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. Financial Evaluation Criteria

14.1. Evaluation of Financial Bids and Selection of Bidder:

- The financial bids of only technically qualified bidder (qualified bidders) with minimum marks of 70, will be opened and will be ranked in terms of their total evaluated cost using Quality Cost Based Selection (QCBS) process with technical score having weightage of 70% and financial price having weightage of 30%.
- For the purpose of financial evaluation, the lumpsum cost quoted for the contract duration of two years at **Annexure VI** shall be considered as evaluated cost. Such rate shall be considered for evaluation without any applicable GST.
- Based on the criteria and the total score, the technical scores will have a weightage of 70%. The Financial bids will be allotted a weightage of 30%.

- **Highest points basis:** Based on the combined weighted score for quality and cost, the Agency shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure can be followed. In a particular case of selection of agency, it was decided to have minimum qualifying marks for technical qualifications as 70 and the weightage of the technical bids and financial bids was kept as 70:30. In response to the RFP, 3 proposals, A,B &C were received. The technical evaluation committee awarded them 75,80 and 90 marks respectively. The minimum qualifying marks were 70. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

Proposal	Evaluated Cost
A	Rs. 120.
B	Rs. 100.
C	Rs. 110.

Using the formula $LEC \times 100 / EC$, where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

A: $100 \times 100 / 120 = 83$ points

B: $100 \times 100 / 100 = 100$ points

C: $100 \times 100 / 110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A: $75 \times 0.70 + 83 \times 0.30 = 77.4$ points

Proposal B: $80 \times 0.70 + 100 \times 0.30 = 86$ points

Proposal C: $90 \times 0.70 + 91 \times 0.30 = 90.3$ points

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 77.4 points H3

Proposal B: 86 points H2

Proposal C: 90.3 points H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

15. Declaration of successful bidder

- 15.1. Prior to the expiration of the validity period for the Bid, SAI will notify the successful Bidder in writing by registered post or by facsimile or email transmission 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 mutually execute the Service Agreement and each party shall retain one original of the signed Service Agreement. SAI may issue letter of Intent before the execution of service agreement/contract, if required.

- 15.2.** The failure to agree to the terms and conditions of the Service Agreement by SAI and the successful Bidder, shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals.
- 15.3.** Upon the successful signing of the Service Agreement by the Bidder and SAI, and the Service Provider furnishing the Performance Security, SAI will promptly notify the name of the winning Bidder to each unsuccessful Bidder and refund their respective Earnest Money Deposits.
- 15.4. Term of the Service Agreement:** The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.

16. Performance Security

- 16.1.** In order to ensure the due performance of the awarded contract, the Service Provider/Successful Bidder shall, within 7 (seven) days of entering into the Service Agreement with SAI, furnish an irrevocable bank guarantee for an amount of 10% of the accepted value of the contract ("Performance Security") failing which an amount of 0.05% penalty per day of the contracted amount will be levied on the Bidder. Penalty is for specified period not exceeding further seven days and in case failure continues the contract may be terminated by SAI entitling SAI to forfeit the Earnest Money besides other remedies as may be available to SAI.
- 16.2.** The Performance Security shall be valid for a period of 180 (One hundred and eighty) 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. The Bidder agrees and acknowledges to promptly revalidate the same
- 16.3.** All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Service Provider. No interest will be payable on the Performance Security by SAI.
- 16.4.** Any failure/any breach or violation on the part of the Service Provider, which is not cured within time period as provided in the 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 to the extent of its loss.

17. Terms of Payments

- 17.1.** The price quoted shall remain fixed for the entire duration of the contract (as quoted at **Annexure VI**).
- 17.2.** The payment shall be made on quarterly basis subject to submission of invoice (3 copies) of the work describing the services delivered during the preceding quarter, achievement of quarterly targets as verified and approved by SAI against each module and at rates finalised in the financial bid (module wise).
- 17.3.** The bidder shall also quote the unit rate of each resource to be deployed on the project which may be the basis for payment in case of increased work quantum and there is a need to deploy additional resource on request of SAI (to be quoted as per format provided at **Annexure VII**). The quantum of work may increase upto 25% of the value of the project. It is to be noted that the unit rate submitted in Form 8 shall not be considered for the purpose of financial bid evaluation.

- 17.4. Payment with respect to translation of the content shall be as per rates prescribed by National Translation Mission (<http://www.ntm.org.in/default.aspx>) for translation, copy editing and proof reading.
- 17.5. In case the agency is required to cover events in any place outside NCR area, the agency shall only be reimbursed for bills related to travel (to & fro from Delhi to place of coverage) and accommodation (hotel), subject to prior written approval of SAI. The tickets will either be arranged by SAI or the agency shall have to produce receipts for the expenditures made for the purpose of reimbursement. The type and class of accommodations and travel arrangements shall be on similar lines as available to an Assistant Director in SAI. If the travel is planned with dignitaries, then the accompanying staff may be able to travel in the same mode of transport.
- 17.6. All payments shall be made in Indian Rupees (INR) only.
- 17.7. SAI shall pay the amount as per the invoice after submission of an invoice by way of e-transfer/RTGS/NEFT through public financial management system.
- 17.8. The bidder must raise the invoice in the name of SAI.
- 17.9. In case of disputed items, only the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- 17.10. Penalties/ liquidated damages, if any, as applicable, shall be deducted from the respective quarterly payments as per Clause 19 of this RFP.

18. Other Terms and Conditions of the Bid

- 18.1. All information / details submitted to SAI shall be supported by documentary proof duly certified by the authorised signatory of the Bidder. It must be ensured that all the pages of the bid are duly signed by authorised signatory of the bidder.
- 18.2. Save as expressly authorized by SAI in writing, the Service Provider shall not, without the prior express approval of SAI, incur any liabilities on behalf of SAI, pledge the credit of SAI or make any representations or give any warranty on behalf of SAI.
- 18.3. 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.
- 18.4. 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.
- 18.5. SAI is under no obligation to declare the Bidder quoting the lowest Fees as the successful Bidder. The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract.

- 18.6.** 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.
- 18.7.** Privileges: The following privileges shall be extended to the Service Provider:
- Performance certificate to be issued by SAI to the Service Provider upon the satisfactory discharge of its services in respect of each module as defined in the scope of work.
 - Successful completion certificate to be issued by SAI after completion of contract to the satisfaction of SAI.
- 18.8. 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.
- 18.9.** It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. SAI shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/bought over by another company, except with the prior written approval and terms and conditions of SAI and subject to the condition that all the obligations and execution responsibilities under the agreement with SAI, should be passed on for compliance by the new company in the negotiation for their transfer.
- 18.10.** In case of non-compliance, the award/ bid process shall be terminated with immediate effect. SAI may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach of contract, has misrepresented or becomes bankrupt or otherwise insolvent, and/or SAI is not satisfied with the work of the Bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SAI. However, in the event SAI, wishes to terminate for convenience, it shall serve a notice period of 60 days to the Bidder.
- 18.11.** Service agreement shall be signed upon between selected bidder and SAI during after issuance of letter of acceptance, taking into consideration key factors affecting the timelines and delivery parameters desired by the SAI.
- 18.12.** The relationship between SAI and the Bidder shall be on principal basis only.
- 18.13.** The bidder has to ensure proper deployment of resources at site during implementation phase of the project and the deployment plan should be approved by the SAI in advance.
- 18.14.** It will be responsibility of the bidder to ensure and verify the educational qualifications and experience of the resources deployed in SAI.

19. Penalty

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

Range of Deviation in the work products in each quarter	Penalty (%)
10% - 15%	1% of the quarterly payment

15% - 20%	2% of the quarterly payment
20% - 25%	3% of the quarterly payment
25% - 30%	4% of the quarterly payment
30% - 35%	5% of the quarterly payment
More than 35%	Termination of contract if deemed appropriate by SAI

- 19.2.** SAI will make payment after necessary deductions of penalty.
- 19.3.** Time shall be the essence of the Agreement, However, for delay in service deliverables reasons not pertaining to selected bidder, SAI shall take decision on extension of such timelines and levy of penalty.
- 19.4.** There will be a quarterly review regarding the achievement of quarterly targets. It will be responsibility of the service provider to coordinate with SAI for the quarterly review.
- 19.5.** The penalty may be levied after giving the service provider, an opportunity to explain the deviation and delay in the deliverables. In case the SAI is not satisfied with the justifications provided by the service provider, then the penalty shall be levied.

20. General Terms and Conditions of contract

- 20.1.** 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 RFP's in future for a period of at least three years.
- 20.2.** 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.
- 20.3.** 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.
- 20.4.** SAI may not award any work to the any bidder at its own discretion without assigning any reason thereof.
- 20.5.** Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid, besides other available remedies as may be available to SAI.
- 20.6.** 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.
- 20.7.** 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.

- 20.8. Any attempt by bidder to bring pressure/canvassing towards SAI's decision making process, such Bidder shall be disqualified for participation in the present RFP and those Bidders may be liable to be debarred from bidding for SAI tenders in future for a period of three years.
- 20.9. Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on SAI.
- 20.10. 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.
- 20.11. 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.
- 20.12. It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to barring of the bidder from all Sports Authority of India tenders/RFPs for a period of 10 (ten) years.
- 20.13. Bidders shall share information which is true and based some tangible proofs.

21. Representations and warranties

- 21.1. 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.
- 21.2. 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. The Bidder should regularly visit the website and keep itself updated.
- 21.3. The Bidder represents that all the information provided is truthful information without concealment of any facts. In case, at any stage, if 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.
- 21.4. 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.

22. Indemnifications and Liabilities

- 22.1. The bidder shall fully indemnify, hold harmless and defend MYAS/ SAI/Khelo India 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 and/or other 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.
- 22.2.** SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI action.
- 22.3.** 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.
- 22.4.** The Bidder shall, at all times, indemnify and keep indemnifiedSAI , against all claims including third party claims / damages for any infringement of any intellectual property rights of any third party .
- 22.5.** The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPR) while providing its services under the Project.
- 22.6.** 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.
- 22.7.** 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.
- 22.8.** All claims regarding indemnity shall survive the termination or expiry of the Contract.

23. Termination

- 23.1.** SAI may terminate the Service Agreement by serving written notice:
 - a. Immediately in case the Bidder/Service Provider is in breach or fails to remedy breach in the performance of its obligations hereunder. SAI may provide a within 30(Thirty) day notice to cure the defect, however failure to cure the defect within 30 days or any h further period as the SAI may have subsequently approved in writing, shall render the termination of the contract;
 - b. In the event services of the Bidder are not satisfactory or upto 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 Service Provider fails to comply with any final decision reached as a result of arbitration proceedings
 - e. If the 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.

- 23.2.** The Service provider may terminate the Service Agreement by not less than sixty (60) days' written notice to the SAI.
- 23.3. Payment upon Termination:** Upon termination of Service Agreement, SAI shall make the proportionate payment for services satisfactorily performed prior to the effective date of termination.

24. Force Majeure

- 24.1.** 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.
- 24.2.** 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.
- 24.3.** 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.
- 24.4.** 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 sub-paragraphs.

25. Dispute Settlement Mechanism

- 25.1.** All disputes or differences arising out of or in connection with the RFP/Tender Documents/Service Agreement 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.
- 25.2.** 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 and a Successful Bidder relating to any matter arising out of or connected with the Tender Documents/RFP/Service Agreement, such dispute or difference shall be referred to the sole arbitrator, as appointed 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.
- 25.3.** Venue of Arbitration: The Sole Arbitrator shall have its seat in Delhi.

- 25.4.** The Arbitration proceedings will be in English Language.
- 25.5.** 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.
- 25.6.** 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.
- 25.7.** 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.

26. Applicable Law

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

27. Reserved rights

- 27.1.** 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 any of the conditions stipulated in the RFP wherever deemed necessary.
 - iv. Terminate the Agreement at any stage as deemed fit by SAI.
- 27.2.** SAI reserves the right to;
- i. 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;
 - ii. 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;
 - iii. 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;
 - iv. 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;
 - satisfy itself as to the correctness and sufficiency of the RFP; and
 - 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.khelointia@gmail.com.

- No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFP.

28. Corrupt or Fraudulent Practices

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

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

28.2. 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.”

29. Confidentiality

29.1. 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.

29.2. 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.

29.3. 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.

30. Annexures

Annexure I: Bid Submission Form

(On Bidder's letter head)

(Date and Reference)

To:

**Sports Authority of India HQ,
JLN Stadium Complex, Entry Gate No 10,
Lodhi Road, New Delhi - 110003**

Sub: Submission of proposal for Selection of Digital, Branding and Communication Agency

Dear Sir/Madam,

1. With reference to the RFP dated _____ for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We _____, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with SAI(Sports Authority of India) to hire an agency for Digital, Branding and Communication Agency 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, New Delhi any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We 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/We agree to keep our Bid valid for acceptance for 180 (One hundred and eighty) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. I/ We, acknowledge and agree that SAI shall be entitled to forfeit the EMD or performance security without out protest and demur in case of any breach of terms and conditions of RPF/Agreement by us.
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

8. I/we certify that we fulfil the “Fit and Proper Person” criteria as mentioned in this RFP document.
9. I/we understand that SAI may cancel the Selection Process at any time and that SAI neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
10. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
11. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

- a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI, New Delhi;
- b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with SAI or any other public sector enterprise or any government, Central or State; and
- c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. None of our full-time Directors is engaged in providing services or is directly related to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
 - a. They are members of a Hindu undivided family; or
 - b. They are husband and wife; or
 - c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

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, 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.

- *In case the Application is signed by an authorised signatory of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority attested by a certified Company Secretary or Chartered Accountant may be enclosed.*

Annexure II: Eligible projects undertaken by the Bidder

The following information should be provided in the format below for each project for which your firm individually was legally contracted by the client stated below. This information shall cover the qualification requirements capable of being evaluated for pre-qualification and evaluation. Add additional sheets if necessary.

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

Signature of Authorised Person

(Documentary Evidence to be attached as follows:

Copy of Work order, Completion certificate or Certification by a Chartered Accountant that entire payment has been received upto Proposal due date. The submitted Work Order must contain detailed description of work (Scope of Work and TOR) carried out by the Bidder.

Annexure III: Financial capacity of the Bidder

Please provide with financial details about the Bidder along with Audited Financial statements attached as proofs. Along with that please provide financial information in the following format:

S.No	Financial Year	Average Annual Turnover (INR)
1	2017-18	
2	2018-19	
3	2019-20	

Certificate from the Statutory Auditor

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

Name of the audit firm:

Seal of the audit firm

Date:

On Behalf of (Name of the Bidder)

Signature of the Authorized Person Name: Designation

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 IV: List of Key Personnel: Core Team

Core Team Structure:

S. No.	Position	Proposed Candidate name	Educational Qualification	Years of relevant experience
1.	Content Production Expert			
2.	Communication Expert			

On Behalf of (Name of Bidder)

Signature of the Authorized Person Name:

Designation:

Annexure V: Curriculum Vitae format

The following information should be provided in the format below for each of the key personnel as specified in the document. This information shall cover the qualification requirements capable of being evaluated for evaluation. Add additional sheets if necessary.

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

Education:

Name of Institution	Degree Obtained	Year of Obtainment

Countries of work experience:**Employment Record**

Name of Organisation	Position Held	Duration

Total Work Experience (Relevant): (in years)

Brief Write-up of overall experience:

Work Experience:

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

	Position Held: Activities performed:
	.
	.
	.

Certification:

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

Name of Expert

Signature

Date

Annexure VI: Financial Proposal Submission Form

(On Bidder's letter head)

[Location, Date]

To,

**Sports Authority of India HQ,
 JLN Stadium Complex, Entry Gate No 10,
 Lodhi Road, New Delhi - 110003**

Sub: Financial Bid for "Selection of Digital, Branding and Communication Agency"

Dear Sir/Madam,

We, the undersigned, offer to provide the services for the above in accordance with your e-Bid dated ____, and our Bid (Response to Technical Bid and Financial Bid). Our attached Financial Bid is as uploaded on e-bid portal in the .XLS format [inclusive of statutory taxes, duties, and levies during the contractual period except GST which will be paid extra by SAI at the rate applicable on the date of submission of the bid. Any variation on GST as per order(s) of Government of India shall be dealt accordingly, Amount in words and figures].

The breakup of the lumpsum cost quoted for two-year contract shall be as follows:

S. No.	Modules as per Scope of work	Quarterly Cost (in INR)	Cost for 1 year (4 quarters) (in INR)	GST (in %)	Total Cost inclusive of GST (in INR)
1.	Brand Planning and management	XXX	XXX		
2.	Account Management	XXX	XXX		
3.	Content production and management	XXX	XXX		
4.	Online Reputation management	XXX	XXX		
	Total Lumpsum Cost	XXX	XXX		

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid, i.e. 180 days from the last date and time (Bid Due Date) of submission of the e-Bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Signature:

Name and title of Signatory:

Name & address of the Bidder

Annexure VII: Summary of Costs

Bidder may propose the unit rate per month for each type of resource that may be deployed on this project as per their understanding of the Scope of work defined in this RFP.

S.No.	Key Resources	Unit Rate /per month (excluding GST)
1.	Content Production Expert	
2.	Communication Expert/Creative Expert	
3.	Project Manager	
4.	Senior Content and Creative Developer	
5.	Content developer /Digital scriptcontent writer/Researcher	
6.	Graphic Designer	
7.	Video Editor	
8.	Videographer	
9.	Photographer	

Note:

- The rate quoted herein may be used for any additional requirement in future.
- It is to be noted that the rates quoted above shall not be considered for the purpose of financial evaluation
- Any personnels deployed by the Bidder under the RFP/Service Agreement shall for all purposes be and remain in the employment of Bidder for all purposes. There shall be no employer-employee relationship between such personnels and SAI and the Bidder shall keep SAI indemnified in this regard.
- The relationship between Bidder and SAI shall be on principal to principal basis.

Sincerely,

[BIDDERS NAME]

Name and title of authorised signatory:

Signature

Annexure VIII: Non-Blacklisting declaration

(On Bidder's letter head)

<Location, Date>

To,

**Sports Authority of India HQ,
JLN Stadium Complex, Entry Gate No 10,
Lodhi Road, New Delhi – 110003**

Subject: Non-Blacklisting declaration in connection with RFP No: _____ dated XX/XX/2020 for Selection of Digital, Branding and Communication Agency

Dear Sir,

This is to notify you that our Firm/Company/Organization <provide Name of the Firm/Company/Organization> intends to submit a proposal in response to invitation for RFP No: _____ dated XX/XX/2020 for selection of Digital, Branding and Communication Agency. In accordance with the above we declare that:

- a. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Sincerely,

[BIDDERS NAME]

Name and title of authorised Signatory:

Signature

Annexure IX: 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) Bidder should 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 X: Terms of Reference

1. Scope of Services

Sports Authority of India (SAI) proposes to appoint **Digital, Branding and Communication Agency** for enabling its mass communication activities so as to create a strong voice towards sports and reach to the last mile on internet domain on real time basis. This shall help in promoting the activities and initiatives of:

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

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

Presence of SAI and its affiliates on Social media is tabulated below:

Social Media Channels	Facebook	Instagram	You tube	Twitter
SAI	✓	✓	✓	✓
Khelo India	✓	✓	✓	✓
Fit India	✓	✓	✓	✓

The scope of work will include the following heads:

- i. Brand planning and management
- ii. Account Management
- iii. Content production and management
- iv. Online reputation management

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

1.1. Brand planning and management

- There are 4 (four) distinct brands in brand planning and management bucket:
 - i. Ministry of Youth Affairs and Sports
 - ii. Sports Authority of India,
 - iii. Fit India; and
 - iv. Khelo India.

Each brand has a separate identity and a different target audience. The agency must be able to build the brands with their distinct identities by ensuring different campaigns, different content and engagement for users.

- Develop an annual brand communications strategy that builds up on strategic priorities of MYAS and SAI (including its verticals) which may largely focus on promotion of its policies, wellbeing of athletes, and enhanced connect with the audience.
- Conceptualize and develop communication and promotional strategy and suggest tools to execute the same.
- Develop consistency in brand elements to ensure a sophisticated look, which must reflect the values and vision of SAI, across all channels by defining:
 - Brand colors
 - Brand fonts
 - Visual guidelines
- Popularize the efforts of Indian athletes and Coaches participating in Olympics, events organized by MYAS and SAI.
- Provide strategic counsel for advertising of MoYAS's and SAI's various schemes, acts and related activities.
- Design a content calendar, charting out all the planned events on daily and monthly basis and execute the same post approval by SAI officials (visibility of social posts published and forthcoming scheduled posts across multiple social platforms). The calendar will be primarily proactive and planned aimed to drive the objectives of this program. The content calendar will complement the day to day developments and aim to bring coherence to the story telling.
- **Strategy for Online Crisis communication-** In the event of unforeseen occurrences, which may have potential of creating negative perception about the MYAS/SAI, the Agency will have to take proactive steps to help the SAI representatives communicate effectively using various channels as deemed fit. Should have credible contingency plan to effectively handle crisis and emergencies.
- Undertake special campaigns of up to 10 days to be executed every two months to increase the visibility of SAI and MYAS on their respective platform.

1.2. Account Management

- Maintain and upgrade/ improve accounts on (social platforms which already stand created) and if required create accounts on additional platforms for MYAS, SAI, Regional centers including but not limited to Facebook, Instagram, Twitter, You Tube, and other platforms which may emerge in the future. Additionally, get all the handles verified.
- Creation of relevant mechanisms wherein the participation of targeted audience can be invoked.
- To ensure that the platforms are functional, updated and well managed.
- Manage the daily configuration, optimization and distribution of content across all channels.
- Give all the accounts a new look every month by putting up new creatives in line with overall theme/ strategy approved by SAI for the period of engagement.
- Provide daily informative and promotional updates on all the platforms in consultation with SAI officials.
- Publicize all planned events on all the platforms.
- Manage the daily configuration, optimization and distribution of content across all channels.
- Expand the reach and penetration of activities, citizen participation via different channels.
- Provide amplification of Digital Marketing Communication and Messaging through planning and execution of a Digital Marketing activity across Non-Paid avenues.

- Enhance audience engagement on all channels through designing and implementing contests, campaigns & promotions, etc., for generating awareness of people on various schemes, generate buzz about MYAS's and SAI's activities and engage citizens over its initiatives.

1.3. Content production and management

- Develop content and creatives, define content strategy based on channel, audience, etc., develop content as per themes and key pillars, ensure approved content is shared, achieve high user engagement across social channels.
- The primary language for content creation shall be official languages i.e., English and Hindi. It is to be noted that the content may be required to be translated in other regional language.
- Content may be in the form of Graphics, Videos/Digital films (white board etc.), PowerPoint presentations, Animations GIF, Images/Photos, Infographics, Posters/Flyers, Text/blogs, Audios/Podcasts/Jingles (could be used for publishing on Radio), Short Film documentaries, Training films, New age innovative adapts etc.
- Content should be focused on largely three types of audience:
 - a) Athletes and Sports professionals
 - b) Fitness enthusiasts
 - c) Sports loving audience of the country
- Conceptualise and produce video content which could be documentary, interviews, short films, etc.

Minimum recommended technical specifications for video production

 - Recommended video dimensions is 1280 x 720 for Landscape and Portrait
 - Minimum width is 600 pixels
 - Landscape aspect ratio is 16:9
 - Portrait aspect ratio is 9:16 (if video includes link, aspect ratio is 16:9)
 - Mobile renders both video types to aspect ratio 2:3
 - Recommended video formats are .MP4 and .MOV or any other format as required by SAI
- Ideate to engage with pool of celebrities along with SAI for content production or some special activities.
- Understand how the target audience is interacting with content published, from keyword watch systems to issues response and reporting.
- Capture, analyze and measure the performance of content published, from platform metrics to sentiment analysis to competitive benchmarking.
- Creative content generation, recreate or convert the content and repackage the available content. The content may be of various forms such as graphics, , smart art, animations (static or dynamic), story board etc., design on subject of Government schemes and programs and policies, etc.
- Ensure that all content used for digital engagement is appropriate for audience engagement.
- Agency would be responsible to make the content viral on the internet to the extent possible and other sites.
- This will make the schemes and policies of Government relating to sports, to reach on various platforms to the last mile on internet domain in real time basis.
- All the content to be published on any handle shall be duly approved by the internal authorities within MYAS and SAI and it shall be the sole responsibility of the agency that the correct content is posted on all handles.
- Ensure the archiving of the content/data/images/videos etc. and submitting it to the SAI in the form of metadata. This will be done a hard disk or Google Drive on a monthly basis.

- Repackage the content (videos and photographs) into suitable formats (video packages and others). Such repackaging would be required on need basis and shall not be considered a routine activity.
- Hashtag (#) management to ensure content discovery, branding and visibility, promotion, and drive high engagement.
- Create conversations about the trending topics.
- Assist in accelerating content discovery, awareness and engagement through own strategy with unpaid promotion capabilities.
- The Platforms Content to be developed must be operational on all electronic devices such as PCs, Laptops, Mobiles, TV, News media, Tablets, and any new age technology platform, failure of any one of which shall be considered an incomplete execution of the Work Order.

1.4. Online reputation management

A. Listening Service

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

- Social sites presence (Facebook, Twitter, Linked In, Instagram, You Tube etc.)
- Active Postings
- Social Media Analytics
- Predictive listening and trend spotting
- Complete merger of pages/handles/account on various channels of other entities as and when the need arises

The Agency should have the ability to monitor billions of conversations and generate text analytics based on predefined criteria. It should also determine sentiment of the speaker or writer with respect to some topic or document. The information gathered can guide the SAI's public relations department in assessing the effectiveness of communication strategies. Indicatively, following are some of the utility areas of the social listening solution:

- Track reach and spread of messages and press releases
- Continuously monitor conversations
- Spot emerging trends, discussions themes and topics
- Multilingual capability

B. Response Management

Developing response management framework, creating first level responses, adhering to response turnaround time as defined by the SAI, MIS reports on a daily, weekly, fortnightly and monthly basis with sentiment analysis specific to service, brand, etc., monitoring conversations, feedback received. The agency needs to carry out the work listed below:

- a) The Agency will formulate a Response Mechanism involving all stakeholders (viz. Agency, SAI and Contact Centre) where end-to-end tracking of the response is possible
- b) The Agency will develop an automated system for response management and escalation with facility to prioritize posts
- c) 1st level of response should be made by the agency on real time basis in consultation with SAI. SAI will be responsible for giving the first rough draft of the response. Agency will clean the content to make it in line with messaging, make the creative (if needed) and share with SAI for approval post receiving the first cut from SAI.

- d) The Query/Complaint must be brought to the notice of SAI official within 24 hours and once approved response is received, it should be uploaded on real time basis
- e) User interaction would initially be done in Hindi and English only to be extended to other languages subsequently on need based basis.
- f) The status update of these complaints/queries is to be provided based on the predefined response authorized by SAI or any other response received from
- g) Feedback/Comment Management on regular basis, moderation of pages on regular basis to keep the site free from spam/ advertisement/ inappropriate contents, appropriate tagging etc.

1.5. Other Miscellaneous work

Other related and miscellaneous work includes providing monthly strategic inputs for creative campaign of MYAS and SAI (including its verticals).

Important Notes:

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

2. Deliverables and Timeline

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

#	Key Deliverables	Expected Units per annum	Timelines (T=0=LoA issued)
Module 1: Brand planning and management			
1.	Submission of Outreach strategy and communication plan	1	T+30 days
2.	Submission of guidelines on “managing online crisis and handling comments from people”	1	T +30 days
3.	Submission of annual calendar based on planned events for the year	1	T+ 45 days
4.	Fortnightly plan for content to be posted on platforms (Content Calendar)	26	Every Fortnight
5.	Conceptualize and Execute Campaigns in consultation with MYAS and SAI	6 campaigns	As per requirements
6.	Outcome report of each campaign in the form of Buzz report containing: - Share of Voice - Trend Analysis - Topic analysis - Sentiment and Perception Analysis	1	Within 10 days of end of each campaign
Module 2: Account Management			
7.	Management of social media handles	12 handles	Daily
8.	High-level multi-channel dashboards as MIS on effectiveness of outreach strategy and Perception report about SAI from other portals and suggest strategy for enhancing profile of SAI.	1*12 handles*4 quarters=48 dashboards	Quarterly
9.	New look every month by changing cover photo of each account (9 cover photos for Twitter, Facebook and Instagram)	9 cover photos*12 months= 108	Monthly
10.	Report on Social Media Presence analysis containing the following:	1* 12 handles* 4 Quarters = 48	Quarterly

	<ul style="list-style-type: none"> - Social Traffic Analysis -Fan/Follower growth -Comparative FB/Twitter/Instagram/You Tube Engagement Analysis - Content Analysis of the most engaging types of posts which led to success (Engaging Posts and Social Page Analysis) 	reports	
Module 3: Content Production and Management			
(Maximum 3 iterations to be counted as effective deliverable)			
11.	<p>Average No. of Creative Posts for each account per month:</p> <p>Twitter- 150 Tweets</p> <p>Facebook- 150 posts</p> <p>Instagram- 150 posts/Stories</p> <p>You Tube- 30 videos</p> <p>Note: This is an indicative number and is subject to change depending on the requirements</p>	<p>Twitter- 150*3 Accounts*12 months= 5400</p> <p>Facebook- 150 *3 Accounts* 12months= 5400</p> <p>Instagram= 150*3 Accounts*12 months= 5400</p> <p>You Tube= 30 *3 Accounts* 12 months= 1080 videos</p>	Daily
12.	Special campaign video production upto 5 mins for 6 campaigns during the year (15 videos each campaign)	90 videos	Every two months
13.	Developing videos of 30-90 secs on various subjects including events, achievements etc.	50 Videos	As per requirements
14.	Two videos of each athlete who is going to participate in Olympics 2021 covering their personality, life journey and how they are being trained for the mega event. Such videos may be of 30-90 seconds each	300-350 videos	In line with the Olympics event (to be decided later)
15.	Submission of Archived content/data/images/videos etc. on a hard disk or shareable drive	12	Monthly
16.	Repackaging of content: to be done for up to 15 videos per months and 30 images per month	180 videos 360 images	As per requirements

17.	Detailed analysis report on the strategy for overall promotion of MYAS and SAI on the various Platforms and the results achieved	4 reports	Quarterly
Module 4: Online Reputation Management			
18.	Chatbots created for query resolution	1 chatbot * 4 Accounts= 4 chatbots	As per requirements
19.	Response Mechanism Plan	1	T+ 45 days
20.	Report of Queries received, and counter responses generated along with the status	1*12= 12 reports	Monthly

Note:

- i. The above list of deliverables is indicative in nature and is subject to change as per the requirements of the project. For each quarter, the targets will be defined basis the above milestones and progress will be reviewed on the achievement of such quarterly targets.
- ii. The payment shall be made subject to achievement of quarterly targets as approved by SAI against each module and at rates finalised in the financial bid (module wise)

3. Key Personnel

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

#	Key Personnel	No. of resources	Desired Experience
Core Team (offsite)			
1.	Content Production Expert	1	Should have minimum 10 years of experience in editorial content creation and production in Print and TV and Digital. Content production expert must understand essentials on how to write and edit the written word, but also have an understanding of audio-video conceptualization, production and editing. Should be able to work and manage a team of content creators and production specialists and be deadline oriented. (Certificates, Proofs and Awards, Recognitions of national repute to be attached)
2.	Communication Expert	1	Should have minimum 10 years of experience in Planning and Implementation of communication services and

			<p>stakeholder management.</p> <p>The person must have project experience in managing PR and communication campaigns of national brands, including Reputation Management. Wide experience in managing influencer programs and campaign based digital engagement is vital.</p> <p>Should have experience working with various online tools and technology. He/she will assist the client requirement in developing roadmaps and KPI's for the client accounts.</p> <p>(Experience Certificate/ Proofs to be attached)</p>
Execution Team (onsite)			
1.	Project Manager	1	<ul style="list-style-type: none"> ○ Should be a Graduate/ Post Graduate in business management. ○ Minimum 8 years of experience in leading teams to deliver project(s) quickly and efficiently as per approved plans ○ Manage resources, schedules, and financials and adhere to stage gate quality and ensure successful completion of the project in given timelines ○ In-depth up to date knowledge of Sports industry ○ Should have experience of digital engagement strategy and framework
2.	Senior Content and Creative Developer	1	<ul style="list-style-type: none"> ○ Should be a Graduate/ Post Graduate in any discipline ○ Minimum 8 years of experience with proven ability to visualize the concept, direct the visuals, manage a team of designers to create a definite product ○ Responsible for crafting visual designs and strategy which will include Content Marketing, digital engagement and bulk Email/SMS marketing programs ○ Expert working knowledge of Adobe Creative Suite with primary focus on Photoshop, Sketch, and Illustrator ○ Responsibilities also include the technical aspect of content creation, such as basic HTML formatting, Content Management Solutions management and Search Engine Optimization
3.	Content developer /Digital script content writer/Researcher	3	<ul style="list-style-type: none"> ○ Should be a Graduate in any discipline ○ Minimum 3 Years of experience in expertise to create print and digital content in prominent national and international media platforms

			<ul style="list-style-type: none"> ○ Able to do primary and secondary research on athletes, sporting events etc. ○ Demonstrated experience in ideating and writing scripts for video films, graphical and banner campaigns ○ Credited with writing script or dialogues for prominent and viral campaigns ○ Must know how to use a variety of writing and publishing programs, such as Microsoft Office, G Suite, and WordPress. ○ Should have very good communication skills in English and Hindi
4.	Graphic designer	2	<ul style="list-style-type: none"> ○ Degree in Graphic designing animation ○ Minimum 3 Years of experience in the Designing Works ○ Ability to develop creative ideas and concepts, choosing the appropriate digital platforms and style to meet the client's objectives. ○ Proficiency in Various graphic Design software for making banners, info-graphics, posters, etc ○ Experience: Designing info-graphics, 2D and 3D animation, VFX, CGI, wide range of digital platforms, including photography and computer aided design ○ Would manage the entire process of defining requirements, visualizing and creating graphics that includes illustrations, logos, layouts and photos.
5.	Video Editor	2	<ul style="list-style-type: none"> ○ Graduate in any discipline ○ Minimum 3 Years of experience in video-editing ○ Experience: Video Editing for advertising films, cinema, documentaries, promotional campaigns ○ Responsible to assemble recorded footage into a finished project that matches client's vision and is suitable for broadcasting. ○ s/he should have sound knowledge on Adobe premiere, after affects, Final Cut Pro etc.
6.	Videographer	2	<ul style="list-style-type: none"> ○ 10+2 ○ Minimum 2 Years of experience in videography of sports events and general events ○ Must be equipped to shoot profile video of athletes and Coaches

7.	Photographer	2	<ul style="list-style-type: none"> ○ 10+2 ○ Minimum 2 years of experience of photography of sports events and general events ○ Must have covered national or international level sports events
Total		15	

Note:

- i. The minimum number of resources mentioned above is mandatorily required to undertake the project. However, bidder may deploy additional resources as per requirements of the project.
- ii. CVs for all manpower deployed during contract duration will be approved by SAI. In case of replacement, the resource should be equally or more qualified and experienced than the resource being replaced.
- iii. Core team members shall be available with the Bidder prior to submission of this bid.
- iv. The service provider shall ensure that Key resources from Core Team shall remain for the contract duration unless:
 - Unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
 - Without SAI's prior written consent.
- v. In case of resignation of any resource, the service provider shall immediately inform SAI and will provide a suitable replacement on immediate basis.
- vi. The service provider must ensure at least 4 weeks overlap period for knowledge transfer in such replacements.

4. Period of Contract

The initial period of contract is 1 (one) year. The contract may be extended for another 2 years based on the requirements and satisfactory performance of the service provider, subject to fresh agreement between the parties.