

**Ref. No. 01-23002(01)/1/2021-HO - Khelo India Division**

**REQUEST FOR PROPOSAL (LIMITED)**

**FOR**

**GEO-TAGGING OF PLAYFIELDS ON PAN-INDIA BASIS**

Date of Release: 11.02.2022

Last date of Submission: 05.03.2022

**SPORTS AUTHORITY OF INDIA (SAI)**

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

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## **DISCLAIMER**

1. The information's contained in this Request for Proposal Document (hereinafter known as "RFP Document") or subsequently provided to Bidder/s in documentary form by or on behalf of Sports Authority of India (referred as "SAI" hereinafter) 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 hereinafter.
2. This RFP Document is nor an agreement neither is an offer or invitation by SAI and/or its 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's 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 and/or its Representatives to consider the investment objectives, financial situation and particular 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's in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.
3. SAI and/or its Representatives make no representation or warranty and shall not incur any liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.
4. SAI and/or its Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information's in this RFP Document.

## GEO-TAGGING OF PLAYFIELDS

### 1. INTRODUCTION

This RFP is in continuation to the Request for Empanelment (RFE) document for "Empanelment of Agencies to execute Geo-Tagging of various playfields, field assessment, certification and similar works for SAI (Sports Authority of India) on Pan-India Basis" dated 11.06.2020 and the subsequent empanelment of the agencies. The terms and conditions mentioned in the RFE are to be read along with this RFP. SAI, through this RFP, desires to execute geotagging and survey of approximately 75,000 playfields across India.

This Request for Proposal (RFP) Document provides the relevant information as well as instructions to assist the prospective bidders ("Bidder") in preparation and submission of Bids. It also includes the modes and procedures to be adopted by SAI for receipt and opening as well as scrutiny and evaluation of Bids and subsequent conclusion of Contract.

Before formulating the Bid and submitting the same to SAI, the Bidder should carefully read and examine all the terms, conditions, instructions etc. contained in the Bidding Documents. Failure to provide and/or comply with the requisite information's, instructions etc. incorporated in these Bidding Documents may result in rejection of its Bid.

### 2. BID SCHEDULE

The Bid Schedule are as follows:

Date of Release	<b>11.02.2022</b>
Last date for queries /clarifications	<b>21.02.2022 at 11:00 AM</b>
Pre-Bid Conference (Video Conference)	<b>21.02.2022 at 11:30 AM</b> <b><a href="https://us02web.zoom.us/j/84208598186?pwd=OXUrTFYyRkVDZjdUYlFWeno5cXpVdz09">https://us02web.zoom.us/j/84208598186?pwd=OXUrTFYyRkVDZjdUYlFWeno5cXpVdz09</a></b> <b>Meeting ID: 842 0859 8186</b> <b>Passcode: 1234</b>
Bid Submission start date	<b>25.02.2022 at 9:00 AM</b>
Bid submission end date and time	<b>05.03.2022 at 11:00 AM</b>
Opening of Technical Bid	<b>07.03.2021 at 11:30 AM</b>
Presentation	To be notified later
Opening of Financial Bid	To be notified later

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

### **3. PERIOD OF CONTRACT**

The tenure of the agency shall be limited to the period of 02 years or mapping of 75,000 Field of Play (FOPs) whichever is earlier.

**Note** - The number of FOPs assessed across India may be increased by a maximum of 25% within the overall cost of the tender but not beyond the period of 02 years as mentioned above, without any change in Unit Price and other terms and conditions.

### **4. ELIGIBILITY CRITERIA**

This is a limited RFP floated for the participation of following Survey and Geotagging Agencies that have been Empanelled by SAI:

- (i) CE INFO SYSTEMS PRIVATE LIMITED
- (ii) CYBERSWIFT INFOTECH PRIVATE LIMITED
- (iii) GEOSTAT INFORMATICS INDIA PRIVATE LIMITED
- (iv) GIS CONSORTIUM INDIA PVT. LTD
- (v) HINDUSTAN THOMPSON ASSOCIATES PVT. LTD.
- (vi) IPSOS
- (vii) KARVY DATA MANAGEMENT SERVICE LIMITED
- (viii) KARVY INSIGHTS LIMITED
- (ix) MARKET XCEL DATA MATRIX PVT. LTD
- (x) NIELSEN INDIA PRIVATE LIMITED
- (xi) QUALITY AUSTRIA CENTRAL ASIA PRIVATE LIMITED
- (xii) QUALITY COUNCIL OF INDIA
- (xiii) SEQUOIA FITNESS AND SPORTS TECHNOLOGY PRIVATE LIMITED
- (xiv) TOTAL BUSINESS SOLUTIONS INDIA PVT LTD

### **5. BID SECURITY /EARNEST MONEY DEPOSIT (EMD)**

1. The bidders shall furnish along with its bid, Bid Security/Earnest Money Deposit (EMD) for an amount of Rs 1,70,000/-in case financial rates are quoted against one package. If financial rates are quoted for more than one package, the bidders shall furnish Bid Security/Earnest Money Deposit (EMD) for an amount of Rs 3,50,000/-The same is calculated based on 02 packages since maximum 02 packages can be awarded to one agency.The estimated cost of the RFP is 5 Cr.

2. The Bid Security is required to protect the interest of SAI against the risk of the Bidder's unwarranted conduct as amplified under subsequent sections below. Non-submission of bid security will be considered as major deviation. Bid for the project without Bid Security shall not be considered.

3. Bid security must be submitted to SAI before the bid submission end date and time as prescribed in the Bid Schedule in clause 2 above.

4. As per the Notification of Government of India, in case, if the Bidder falls in the category of exemption of Bid Security, the 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, the bid shall be treated as un-responsive and shall be summarily ignored without any further reference.

5. The Bid Security shall be furnished in one of the following forms:

a. Account Payee Demand Draft

b. Banker's cheque

c. Fixed Deposit (FDR)

d. Bank Guarantee from any of the Commercial Banks

e. Insurance Surety Bonds as per OM No. F.1/1/2022- PPD Ministry of Finance, Department of Expenditure, Procurement Policy Division dated 02.02.2022.

f. 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 : J L N STADIUM, SPORTS AUTHORITY OF INDIA BUILDING CGO COMPLEX,  
NEW DELHI BRANCH CODE : 1085

IFSC CODE : UBIN0810851

6. 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, Room No. 5, 1st Floor, Ramp No 5, JLN Stadium, Lodhi Road on or before scheduled date given in this RFP.

7. The Bid Security 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 6 of this RFP is 90 days, therefore, the Bid Security shall be valid for total 135 days from the date of opening of Technical Bid.

8. Bid Security 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 Bid Security will be returned without any interest, after receipt of Security Deposit from that Bidder.

9. The EMD can be forfeited if an agency:

a. Withdraws or amends or impairs or derogates its bid during the period of bid validity.

b. Fails to accept the orders issued in its favour for execution, and / or violates the terms and conditions of the contract after submission of the bid.

c. Successfully gets qualified, but fails to sign the contract within the stipulated time.

d. Without prejudice to other rights of SAI, if it fails to furnish the required Performance Security within the specified period.

## **6. BID VALIDITY**

10. The Bid shall remain valid for acceptance for a period of 90 days (Ninety) days after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected.

11. 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.

12. 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.

### **A. SIGNING OF BID**

Bid shall be typed and the same shall be signed by the bidder or by a person(s) who has been duly authorized (as mentioned in RFE for Empanelment of Survey and Geo-Tagging Agencies) to bind the Bidder to the contract.

The bid shall be duly signed at the appropriate place as indicated in the Bidding Documents and all other pages of the Bid. The Bid shall not contain any erasure or overwriting.

### **B. CLARIFICATION OF BID**

Bidders requiring any clarification or elucidation on any issue in respect of the bid document may take up the same with Dy. Director, Khelo India at [procurement.kheloindia@gmail.com](mailto:procurement.kheloindia@gmail.com). SAI will

respond through email to such request provided the same is received by SAI as per the Bid Schedule. No query/clarifications will be either be entertained or considered after prescribed date and time.

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

## **C. INSTRUCTIONS TO THE APPLICANTS**

### **Number of Proposals and Respondents**

- The RFP is non-transferable, and Proposals shall be submitted only by the respective Applicants to whom the RFP has been issued by SAI.
  - Sub-contracting is not allowed under this RFP.

### **Proposal preparation cost**

- The Applicants shall bear all the costs whatsoever associated with the preparation and submission of the Proposal. SAI shall not be responsible and liable for any costs, regardless of the conduct or outcome of the Proposal/process.
- All papers submitted with the Proposal are neither returnable nor claimable.

### **Right to accept and reject any or all the Proposals**

- Notwithstanding anything contained in this RFP, SAI reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.
- SAI reserves the right to reject any Proposal if:
  - At any time, a material misrepresentation is made or discovered, or
  - The Applicant/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or
  - The Applicant does not adhere to the formats provided in the Annexures to the RFP while furnishing the required information/details.

### **Amendment of the RFP**

- At any time prior to the Proposal Due Date, the SAI, for any reason, whether at its own initiative or in response to a clarification requested by eligible Applicant/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the e-procurement website <http://eprocure.gov.in/eprocure/app> through a corrigendum and form an integral part of the e-bid/Proposal document. The relevant clauses of the e-bid/Proposal document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Applicant to check the above-mentioned website link from time to time for any amendment in the RFP document/s. In case of failure to get the amendments, if any, the SAI shall not be responsible for it.
- In order to provide the Applicants a reasonable time to examine the addendum, or for any other reason, SAI may, at its own discretion, extend the Proposal Due Date.



### **Data Identification and Collection**

- It is desirable that the Applicants should submit their Proposal/s after verifying the availability of the data, information and/or any other matter considered relevant.
- It would be deemed that by submitting the Proposal, the Applicant has:
  - Made a complete and careful examination and accepted the RFP in totality;
  - Received all therelevant information requested from SAI and:
  - Made a complete and careful examination of the various aspects of the Scope of Work.
- SAI shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

### **Preparation and Submission of Proposals**

#### **Language and Currency**

- The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Applicants with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall be prevail.
- The currency for the purpose of the Proposal shall be the Indian National Rupee (INR).

#### **Format and signing of Proposals**

- The Applicants shall prepare Electronic copies of the Technical and Financial e-bid/Proposals separately.
- Applicants should provide all the information as prescribed in the RFP and in the specified formats. SAI reserves the Right to reject any Proposal which is not found in the specified formats.
- In case the Applicants intend to provide additional information for which specified space in the given format is not sufficient, it can be furnished in duly stamped and signed PDFs.

#### **Submission of e-Bid/Proposal**

- The bid submission module of e-procurement website <http://eprocure.gov.in/eprocure/appenables>, the Applicants to submit the Proposal online in response to this RFP published by the SAI. Submission can be done till the Proposal due date specified in the RFP. Applicants should start the process well in advance so that they can submit their Proposal in time. The Applicant should submit their Proposal considering the server time displayed in the e- procurement website. This server time is the time by which the submission activity will be allowed on the Proposal due date indicated in the RFP schedule. Once the submission date and time has passed, the Applicants cannot submit their Proposals. For delay in submission of Proposal due to any reasons, the Applicants shall only be held responsible.
- The Applicants have to follow the following instructions for submission:

- For participating through the e-tendering system, it is necessary for the Applicants to be the registered users of the e-procurement website <http://eprocure.gov.in/eprocure/app>.
- In addition to the normal registration, the Applicant has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid/Proposal submission activities. Registering the DSC is a one-time activity. Before proceeding to register his/her DSC, the Applicant should first log on to the e-tendering system using the user login option on the home page with the login ID and password with which he/she has registered.
- For the successful registration of DSC on e-procurement website <http://eprocure.gov.in/eprocure/app> the Applicant must ensure that he/she should possess class-2/class-3 DSC issued by any Certifying Authorities approved by Controller of Certifying Authorities, Government of India, as the e-procurement website <http://eprocure.gov.in/eprocure/app> is presently accepting DSC issued by these authorities only. The Applicant can obtain user login ID and perform DSC registration exercise above even before e-bid/Proposal submission date starts. SAI shall not be held responsible if the Applicant fails to submit his/her e-bid/Proposal before the Proposal Due Date due to DSC registration problem.
- The Applicant can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting the tender, for which the Applicant intends to e-bid/Proposal, from "My tenders" folder, the Applicant can place his/her e-bid/Proposal by clicking "pay offline" option available at the end of the view tender details form. Before this, the Applicant should download the RFP document including financial format and study them carefully. The Applicant should keep all the documents ready as per the requirements of RFP document in the PDF format.
- After clicking the 'pay offline' option, the Applicant will be redirected to terms and conditions page. The Applicant should read the terms & condition before proceeding to fill in the Bid Processing Fee offline payment details. After entering and saving the Bid Processing Fee details form so that "Bid document preparation and submission" window appears to upload the documents as per technical and financial schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid/Proposal submission time otherwise the e-bid/Proposal submitted will not be accepted.
- Before uploading, the Applicant has to select the relevant DSC. He may be prompted to enter the DSC password, if necessary. For uploading, the Applicant should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF files already prepared and stored in the Applicant's computer.
- The Applicant should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-bid/Proposal documents are digitally signed using the DSC of the Applicant and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid/Proposal documents are protected, stored and opened by concerned bid openers only.
- After successful submission of e-bid/Proposal document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid/Proposal submission process. The Applicant can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- SAI reserves the Right to cancel any or all e-bids/Proposals without assigning any reason.

**Deadline for submission**

- E-bid/Proposal (Technical and Financial) must be submitted by the Applicant at e-procurement website <http://eprocure.gov.in/eprocure/appno> later than the time specified on the Proposal due date. SAI may, at its own discretion, extend this deadline for submission of Proposal by amending the RFP document, in which case all rights and obligations of the SAI and Applicants previously subject to the deadline will thereafter be subject to the deadline, as extended.

**Late Submission**

- The server time indicated in the bid management window on the e-procurement website <http://eprocure.gov.in/eprocure/app> will be the time by which the e-bid/Proposal submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid/Proposal submission date and time is over, the Applicant cannot submit his/her e-bid/Proposal. Applicant has to start the bid submission well in advance so that the submission process passes off smoothly. The Applicant will only be held responsible, if his/her e-bid/Proposal is not submitted in the prescribed time due to any of his/her problems/faults, for whatsoever reason, during the e-bid/Proposal submission process.

**Withdrawal and Resubmission of Proposal**

- At any point of time, an Applicant can withdraw his/her Proposal submitted online before the Proposal Due Date. For withdrawing, the Applicant should first log in using his/her login ID and password and subsequently by his/her DSC on the e-procurement website <http://eprocure.gov.in/eprocure/app>. The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option, the Applicant has to click "Yes" to the message- "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The Applicant also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Applicant has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid/Proposal.
- No e-bid/Proposal may be withdrawn in the interval between the Proposal due date and the Proposal Validity Period. Withdrawal of an e-bid/Proposal during this interval may result in the Applicant's forfeiture of his/her e-bid/Proposal security.
- The Applicant can Re-submit his/her e-bid/Proposal as when required till the e-bid submission end date and time. The e-bid/Proposal submitted earlier will be replaced by the new one. The payment made by the Applicant earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will be considered for evaluation purposes. For resubmission, the Applicant should first log in using his/her login ID and password and subsequently by his/her digital signature certificate on the e-procurement website <http://eprocure.gov.in/eprocure/app>. The Applicant should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the Applicant will be displayed. Click "View" to see the detail of the e-bid

to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.

- The Applicant can submit their revised e-bids/Proposals as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids/Proposals.
- No e-bid/proposals can be Re-submitted subsequently after the deadline for submission of e-bids.

**Opening of Proposals**

- SAI will open all Technical e-bids/Proposals, in the presence of Applicant’s Representatives who choose to attend on the prescribed date of opening at the SAI Office.
- The Applicant’s Representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid/Proposal opening being declared a holiday for the SAI, the e-bids shall be opened at the appointed time and place on the next working day. The Applicant who is participating in e-bid/Proposal should ensure that the RTGS of Bid Processing Fee must be submitted in the prescribed account of Khelo India within the time duration (strictly within opening & closing date and time of individual e-bid/Proposal) of the work as mentioned in RFP, otherwise, in any case, Bid shall be rejected.

The Applicants Names and the presence or absence of requisite e-bid/Proposal security and such other details as the SAI at its own discretion may consider appropriate, will be announced at the opening. The names of such Applicants not meeting the technical specifications and qualification requirement shall be notified subsequently

**C.13 Other Instructions**

- Any failure by qualified Agency in maintaining its contractual obligations shall render qualified Agency liable to any or all of the following sanctions:
  - i. Imposition of Penalty
  - ii. Forfeiture of its Performance Security
  - iii. Termination of the Contract for default and
  - iv. Termination of Empanelment

**D. BID EVALUATION**

1. **Technical Evaluation**

The bidders are required to give a creative presentation on Approach and Methodology. A Panel of Experts shall observe the presentation and allot marks as per the given criteria. The Technical Presentation Evaluation shall be based on the following criteria:

S. No.	Evaluation Criteria	Maximum Marks
1	Understanding of Scope of Work.	20

2	Work Plan including Approach and Methodology.	20
3	Manpower deployment plan and proposed timeline to achieve the goals.	20
4	Use of technology, innovation, and creative ideas for Assessment.	20
5	Showcase of capability of agency in terms of similar projects.	20
<b>Total Marks</b>		<b>100</b>

Note: a) The Technical Proposal shall be submitted separately for each package. Only those Bids having minimum score of 60 would be considered as Technically Qualified and would be eligible for opening of Financial Bids.

b) The bidder shall also furnish an undertaking as per Annexure -IV stating the number of packages against which financial rates are quoted.

## **2. Financial Evaluation**

- a) The financial rate to be quoted against the packages as defined in Annexure -I (Price Bid).
- b) All the Applicants that qualify the minimum evaluation criteria as mentioned above will form a Panel of Shortlisted Applicants. The Financial Bids of only the Shortlisted Applicants will be opened and evaluated, on each package basis through the least cost process (L1).
- c) A bidder may choose to submit financial proposal for more than one package. However, maximum two packages can be allocated to one bidder.
- d) The financial evaluation of the bids shall be done in a phased manner.
- e) Phase 1- The Applicant with the lowest financial quote in each package shall be considered as L1.
  - In case same financial rates are quoted by more than 1 bidder in a package, the bidder with the highest average turnover during the last 5 financial years shall be considered as L1.
  - The bidder emerging as L1 in a single package shall be allocated the same. In case, a bidder emerges as L1 in more than two packages, a communication regarding the same shall be sent to him wherein he shall be entitled to select maximum of two packages out of those packages wherein he emerged as L1
- f) Phase 2 : For the remaining packages where the work is not awarded to L1 due to restriction of two packages in Phase 1, the bidder next in line to L1 (other than those who have already emerged as L1 in maximum 2 packages in Phase 1) shall be offered to match the price quoted by L1. In case of failure of the bidder next in line to match the L1 price, opportunity shall be granted to the next bidder to match the L1 price and so on.
- g) Price quoted should be in Indian Rupees. The price quoted shall be inclusive of all Transportation fees, Customs, Duties, Taxes, Insurance, Currency and Conversion Fees.
- h) Commercial bid must be submitted as per the Commercial Bid format defined in the bidding document.

- i) The cost for transportation of visit the respective playfield shall be borne by the qualified agency to carry out the works.
- j) No enquiry shall be made by the Applicant(s) during the course of evaluation of the RFP, after opening of Bid, till final decision is conveyed to the qualified Applicant(s). However, the office of SAI/its authorized representative can make any enquiry/seek clarification from the Applicants, which the Applicants must furnish within the stipulated time else bid of such defaulting Applicants will be rejected.

### **3. Terms of Engagement**

- a) Once L1 is identified in each of the package, a Letter of Intent (LOI) shall be issued to the successful bidder in each of the package. Subsequently, as and when required during the term of contract, individual work order(s) shall be issued by SAI indicating the details of work such as locations to be assessed and the time period to complete the tasks (which shall not be less than 30 days).
- b) All qualified agencies shall have to enter into a written agreement with SAI for honouring all RFP conditions and adherence to all aspects of fair-trade practices in executing the purchase orders placed by SAI on behalf of its clients.
- c) In the event of a qualified Agency or the concerned Division of the Agency is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with the SAI, should be passed on for compliance by the new Company in the negotiation for their transfer.
- d) In case any qualified L1 Applicant refuses to sign the acceptance within (07) seven days of communication from SAI, the offer would be treated as withdrawn and the Applicant's EMD will be forfeited and proposal will be scrapped. If other Applicants refuses to sign the acceptance after matching L1 rates, their EMD will be forfeited and offer will be extended to other qualified Applicants to make a panel. The defaulting Applicant may also be debarred from participating in SAI tenders as per **O.M dated 02.11.2021 of Department of Expenditure, Ministry of Finance** relating to the debarment of firms from bidding.
- e) In case of qualified agency is found in breach of any condition(s) of tender, at any stage during the course of service period, the legal action as per rules/laws, shall be initiated against the agency and Security Deposits shall be forfeited, besides debarring and blacklisting the agency concerned as per O.M dated 02.11.2021 of Department of Expenditure, Ministry of Finance relating to the debarment of firms from bidding.

#### **E. RIGHT TO VARY SCOPE OF WORK**

SAI reserves the right to make changes within the general scope of work before the last date of submission of bid.

#### **F. AWARD OF CONTRACT**

SAI reserves the right to accept/reject a bid, to cancel/abort the RFP process and/or reject all bids at any time prior to award of contract, without thereby incurring any liability to the empanelled agencies on the grounds of such actions taken by SAI.

From the time the Proposals are opened for the time of the contract is awarded, if any Applicant wishes to contact the SAI, on any matter related to their Proposal, it should be do so in writing.

Any effort by the Applicants to influence any Officer or Bearer of the SAI in the Proposal Evaluation or Contract Award decisions may result in the rejection of the Applicant's Proposal.

## **G. PERFORMANCE BANK GUARANTEE**

- G.0. The qualified Bidder(s) to whom the Purchase Order (PO) / Work Order (WO) is issued shall be required to give Performance Bank Guarantee ("PBG") for the amount equivalent to 3% of the contract value inclusive of tax. PBG will be in the form of Insurance Surety Bonds(OM No. F.1/1/2022- PPD Ministry of Finance, Department of Expenditure, Procurement Policy Division dated 02.02.2022), Bank Guarantee (BG) of any Commercial Bank drawn in the name of "SECRETARY (SAI), KHELO INDIA" payable at New Delhi to be deposited in the office of Khelo India, 1st Floor, SAI Headquarters, JLN Stadium Complex, Entry Gate No 10, Lodhi Road, New Delhi.
- G.1. SAI shall have the right to invoke the PBG without assigning any reasons if the qualified Bidder defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders/work order/scope of work and/or default in any terms of the Tender documents and empanelment will be cancelled.
- G.2. Successful bidder shall be required to give PBG within 14 days of issuance of Notification of Award by SAI. In the event of default in submission of PBG within the stipulated time, the Agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the PO value per day of delay subject to a maximum delay of 07 (seven) days. If delay continues beyond 07 (seven) days, SAI shall have the right to cancel empanelment with the right to other legal remedies under the provisions of the law
- G.3. The PBG shall be immediately replenished by the Bidder in the event PBG is invoked by SAI.
- G.4. The PBG should remain valid for an additional period of 60 (Sixty) days beyond the timelines mentioned in the PO. For example, if the timelines mentioned to complete a deliverable in the PO is for 06 months, the PBG shall be valid till 06 months + 60 days from the date of project initiation.
- G.5. In the event wherein a PO is released by SAI for project renewal or a fresh PO is released, the bidder shall ensure extension / submission of PBG with 15 days of issuance of the PO.

## **H. GENERAL TERMS AND CONDITIONS**

### **A. GENERAL CONDITIONS OF CONTRACT**

- a) Any default or breach in discharging obligations under this RFP by the selected Agency 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 Agency/Empanelled bidder to put pressure of any kind, may disqualify the Agency/empanelled bidder for the present RFP and the Agency/Empanelled bidder may also be liable to be debarred from bidding for SAI/SAI RFPs in future as per O.M dated 02.11.2021 of Department of Expenditure, Ministry of Finance relating to debarment of firms from bidding.
- i. 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.

- ii. 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.
- iii. SAI may not award any work to the Empanelled Agencies at its own discretion without assigning any reason thereof.
- iv. Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the Bid.
- v. The decision of SAI arrived during the various stages of the evaluation of the bids is final & binding on all Agencies. 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.
- vi. In case the Empanelled Agency / 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.
- vii. Any attempt by Empanelled Agency / Bidder to bring pressure towards SAI's decision making process, such Agencies shall be disqualified for participation in the present RFP and those Agency may be liable to be debarred from bidding for SAI Tenders in future as per O.M. dated 02.11.2021 of Department of Expenditure, Ministry of Finance relating to debarment of firms from bidding.
- viii. Printed/written conditions mentioned in the RFP bids submitted by Agencies will disqualify them and will not be binding on SAI.
- ix. Upon verification, evaluation/assessment, if in case, any information furnished by the Agency is found to be false/incorrect, their total Bid shall summarily be rejected and no correspondence on the same, shall be entertained.
- x. SAI will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.
- xi. 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.
- xii. 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 as per O.M dated 02.11.2021 of Department of Expenditure, Ministry of Finance relating to debarment of firms from bidding.
- xiii. Bidders are requested to share information which is true and based some tangible proofs.

## **B. REPRESENTATIONS AND WARRANTIES**



i. 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.

ii. 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.

iii. The Bidder represents that all the information provided are truthful information without concealment of any facts. In case, at any stage, it is found that any information given by the Bidder is false / incorrect / concealed, then SAI shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work / blacklisting etc. without incurring any liability to the affected bidder(s) on the ground of SAI/SAI/MYAS's action.

iv. 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.

### **C. INDEMNIFICATIONS AND LIABILITIES**

i. The bidder shall fully indemnify, hold harmless and defend MYAS/ SAI and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim including claims for infringement, which arise out of or relate to:

- a) any breach of any representation or warranty of the bidder contained in the RFP,
- b) 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.

ii. 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.

iii. 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.

iv. Each party shall, at all times, indemnify and keep indemnified the other party, against all claims / damages for any infringement of any intellectual property rights by it of the other party.

v. 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.

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

vii. 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.

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

#### **D. TERMINATION**

##### **i. Termination for Insolvency**

SAI may at any time terminate the Contract by giving a written notice of One (01) month to the Successful bidder, if the Successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to SAI.

##### **ii. Termination for default**

a) SAI, New Delhi, without prejudice to any other contractual rights and remedies available to it, may by written notice to the Successful Bidder, terminate the contract in whole or in part, if the Successful Bidder fails to deliver any or all services as per satisfaction of SAI or fails to perform any other contractual obligation(s) within the prescribed time period in the contract, or within any extension thereof granted by SAI, New Delhi.

b) Unless otherwise instructed by SAI, New Delhi, the Successful Bidder shall continue to perform the contract to the extent not terminated.

##### **iii. Termination for convenience**

a) SAI, New Delhi reserves the right to terminate the contract, in whole or in part for its (SAI's) convenience, by serving written notice to the Successful Bidder at any time during the pendency of the contract. The notice shall specify that the termination is for the convenience of SAI, New Delhi. The notice shall also indicate inter alia, the extent to which the Successful Bidder's performance un-

der the contract is terminated, and the date with effect from which such termination will become effective.

b) The goods and services which are complete and ready in accordance with terms of the contract for delivery and performance shall be accepted by SAI, New Delhi within 30 (thirty) days of the receipt of the notice of termination by the Successful Bidder in accordance with the contract terms, conditions and prices. For the remaining work, SAI, New Delhi may decide:

- To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- To cancel the remaining portion of the work and compensate the Successful Bidder by paying an agreed amount for the cost incurred by the Successful Bidder towards the remaining portion of the work

#### **E. FORCE MAJEURE**

i. 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, quarantine restrictions 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.

ii. 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 07 (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.

iii. 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.

iv. In case due to a Force Majeure event SAI, New Delhi is unable to fulfill its contractual commitment and responsibility, SAI, New Delhi will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above subparagraphs.

#### **F. DISPUTE SETTLEMENT MECHANISM**

i. All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. SAI and the Successful bidder shall make every efforts to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

ii. 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, the rules there under and any statutory modifications or reenactments thereof and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. In the case of a dispute or difference arising between SAI, New Delhi/ SAI and a Successful Bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the Sole Arbitrator, appointed to be the Arbitrator by the Director General (Sports Authority of India). The award of the Arbitrator will be final and binding on the parties to the Contract. The fees and the procedure of the Arbitration proceeding shall be in accordance with the prevailing policies of SAI.

iii. Venue of Arbitration: The Sole Arbitrator shall have its seat in Delhi.

iv. The Arbitration proceedings will be in English Language.

v. 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.

vi. 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.

vii. 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.

#### **G. APPLICABLE LAW**

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

#### **H. RESERVED RIGHTS**

i. SAI reserves all the right to;

- a) Accept/reject any of the RFP clause in full or part without assigning any reason thereof.
- b) Revise the requirement at a later stage as and when required.
- c) Amend, modify, relax or waive any of the conditions stipulated in the RFP wherever deemed necessary.

ii. SAI reserves all the right to;

- a) In the event of any misstatement or misrepresentation being discovered or detected in the information furnished from the documents submitted by the Bidder in response to this 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;

b) 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.

c) 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.

d) The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions, if any. Further, by doing so, the Bidder acknowledges that it has:

- understood and examined the extent of the Rights, scope of Work and other information made available in writing by SAI, for the purpose of this RFP;
- examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
- satisfy itself as to the correctness and sufficiency of the RFP.
- Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with SAI or any of its government partners in relation to this RFP. Any clarifications and all information will be through e-mail only. No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFP.

#### **I. CORRUPT OR FRAUDULENT PRACTICES**

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

- a. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
- b. will declare 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.

ii. 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.

#### **J. CONFIDENTIALITY**

i. 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.

ii. 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 the SAI.

iii. All the informations 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.

#### **K. INTELLECTUAL PROPERTY**

i. The Agency must ensure that all the Intellectual Property including but not limited to Khelo India Logo, creative's any work, Brand name, Trade name, Service mark, Trademark etc., related to Khelo India shall belong to SAI. In no case in any manner, the qualified agency shall, either directly or indirectly, register, file or attempt to register or file any intellectual property in its own name.

ii. The qualified agency shall be solely responsible for any violation or infringement of any Trademark, Trade name, Copyright, Patent of any person, Firm or Company, personal right of privacy, religious beliefs and/or any other right of any other person including for adherence of regulations, administrative and judicial orders etc.

iii. All exploitation rights including without limitation promotion / sponsorships / distribution / marketing / telecast etc. shall vest with SAI and qualified agency shall not have any right to sell/market the said event to any party.

#### **L. Other conditions**

i. The relationship between the parties hereto shall be on a Principal-to-Principal basis and shall not be deemed to be a Joint Venture, Partnership or Agency of any nature whatsoever between them.

ii. Qualified Agency undertakes and confirms that it shall comply with all requisites, laws and regulations, necessary insurances, that are required to be complied with for conducting the event

and the creation, as well as exclusive assignment of all rights in favour of SAI. Qualified Agency shall keep SAI indemnified and hold SAI harmless from any and all claims including for infringement, losses, demands, damages, costs, charges, expenses that may prejudice SAI's interests and benefits, in any way whatsoever.

iii. SAI shall not be responsible in any way for any unfulfilled obligations and/or liabilities of qualified agency its Affiliates/Associations etc. and/or its agents towards any person, party, company, organization in connection with pending obligations, the finance, employment of other contractual and non-contractual.

## Annexure I | PRICE BID

### TO BE FILLED ONLY IN PROVIDED BOQ ON CPP PORTAL

S.No.	Particulars	Package Type	Unit Rate inclusive of all taxes & duties / Lump sum for one facility (in Rs.)	GST %	Unit Rate inclusive of GST
1.	Carrying out the services of geo-tagging and survey of the playfields	Package 1	INR xx		
2.		Package 2	INR xx		
3.		Package 3	INR xx		
4.		Package 4	INR xx		
5.		Package 5	INR xx		
6.		Package 6	INR xx		

- The financial proposal submitted is unconditional and fulfils all the requirements of the RFP document.
- Our Financial Proposal shall be binding upon us up to expiration of the validity period of the proposal. We understand the Authority is not bound to accept any proposal that is received.

#### **Note:**

- a. An applicant may choose to submit financial proposal for more than one package.
- b. GST as applicable on date shall be paid extra by SAI on submission of documentary proof at the time of submission of invoices.
- c. No conditions should be attached to the price proposal.
- d. The amount should be quoted in both figures and words. In case of discrepancies in the prices mentioned in the figure and word, the prices mentioned in the words shall be considered as final price.
- e. The bidders are required to mandatorily submit detailed element wise cost breakup of all the components along with the financial bid in [\* .pdf] format. Also, bidders must ensure that the costs are exclusive of the services available with SAI.
- f. **For the sake of clarity, one unit shall be one (1) Field of play (FOP). However, the work order shall be given in a batch of minimum 10 FOP within a municipal limit of town and in case less than 10 FOP payment shall be made on pro -rata basis.**



- g. The bidders are required to submit the Unit rate considering minimum **5000** FOPs per package are to be assessed. However, these numbers are **indicative in nature** and may increase depending on the requirements.
- h. All work should be carried out in consultation with designated unit of SAI.

Signature of the Agency:

Address:

Date:

## Annexure II | TERMS OF REFERENCE

With a view to achieving the twin objectives of mass participation and promotion of excellence in sports, Ministry of Youth Affairs and Sports (MYAS) launched revamped "Khelo India – National Programme for Development of Sports" in 2017. One of the twelve components of the Khelo India Scheme is "Playfield Development".

Sports Authority of India (SAI) under the aegis of the Ministry of Youth Affairs and Sports (MYAS) is the nodal authority for IT related components for "Play field development", a component of the Scheme. SAI has launched a web portal (<https://web.kheloindia.gov.in/>) and a mobile application called the "Khelo India Mobile Application" (KIMA) to develop a sporting ecosystem for users.

Khelo India web portal and Khelo India Mobile Application, collectively referred to as the "Khelo India online platform" has 4 (four) facets, namely, "Learn", "Play", "Get Fit" and "Social", wherein the "Play" facet shall enable the public to acquire information about the various playfields across India. The applicant can refer the websites, namely, [www.kheloindia.gov.in](http://www.kheloindia.gov.in) and [www.sportsauthorityofindia.nic.in/](http://www.sportsauthorityofindia.nic.in/).

Khelo India online platform intends to provide information and give access to the general public of playfields and sports facilities for various sporting disciplines, such as Archery, Athletics, Badminton, Basketball, Boxing, Gymnastics, Hockey, Judo, Kho-Kho, Kabaddi, Shooting, Swimming, Table Tennis, Tennis, Volleyball, Weightlifting, Wrestling, and/or any other sporting discipline. These playfields could consist of outdoors or indoors playing arenas anywhere in India and may be offering the facilities for use by general public upon payment of fee or otherwise.

One of the mandates of "Playfield development" is to create a national inventory of playfields and sports infrastructure on a Geographic Information System (GIS) platform for their optimum utilisation. To achieve this, it is imperative to geotag the locations of available playfields across the country in the 'Khelo India online platform' for dissemination of information about them and ensure their optimum utilisation by general public.

Through Khelo India online platform, SAI desires to revamp a web-based GIS platform for spatial data enriched with location information in the form of attributes (longitudes and latitudes) and images to be used as information dissemination tool for enhanced user experience.

SAI, on behalf of Khelo India, hereby invites agencies empanelled vide RFE No. 12-2/SAI/FIT INDIA/2020 dated 11.06.2020 who would have to engage in the activities defined in the scope of services. SAI intends to appoint the agencies on non-exclusive basis and shall be entitled to have more than one agency offering the same work.

**A. Scope of services**

This RFP is for geo-tagging and surveying the playfields across all States and Union Territories and hosting on the central software application platform already developed by SAI in form of Khelo India mobile application.

<b>S. No.</b>	<b>Types of packages</b>	<b>States to be worked</b>
1.	Package 1	i. UT of Jammu and Kashmir ii. UT of Ladakh iii. Punjab iv. Haryana v. Chandigarh
2.	Package 2	i. Delhi ii. Uttarakhand iii. Himachal Pradesh iv. Uttar Pradesh v. Rajasthan vi. Madhya Pradesh
3.	Package 3	i. Kerela ii. Tamil Nadu iii. Karnataka iv. Puducherry v. Lakshadweep Islands
4	Package 4	i. Andhra Pradesh ii. Telangana iii. Gujarat iv. Maharashtra v. Goa vi. UTs of Dadra and Nagar Haveli, Daman And Diu
5	Package 5	i. West Bengal ii. Assam iii. Bihar iv. Arunachal Pradesh v. Nagaland vi. Manipur vii. Mizoram viii. Andaman & Nicobar Islands

6	Package 6	i. Odisha ii. Chhattisgarh iii. Jharkhand iv. Meghalaya v. Tripura vi. Sikkim
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For the purpose of this RFP, the definition of 'Playfield' implies a field or space (natural or artificial), indoor or outdoor, whether Government, State, Private or PSU exclusively or mostly used for playing sports or games and may include the following:

- i. Playfield accessible to public for usage with or without fee or on subscription basis
- ii. Outdoor/indoor sports facilities (including indoor halls, stadium specifically maintained for purpose of sports)
- iii. Outdoor/indoor facilities in clubs accessible to members only.

However, the above definition shall not include the following :-

- Vacant Plots
  - Gym including open Gym
  - Private Field not open to public with or without cost such as those in:
    - Residential Societies
    - Sports facility maintained by private person for personal use
  - Agricultural Fields /Farm Land
  - Bio Diversity Parks
  - Open Field on Flood Plains
- For the purpose of this RFP, the playfields which are inside the towns (as per the list issued by **Office of the Registrar General & Census Commissioner, India** at <https://censusindia.gov.in/towns/town.htm>) shall be eligible for Geotagging. However, on mutual agreed basis, it can be rural area not covered above.
  - For the purpose of this RFP, **one unit of playfield shall be one Field of play(FOP).However, the work order shall be given in a batch of minimum 10 FOP within a municipal limit of town and in case less than 10 FOP payment shall be made on pro -rata basis. For the sake of clarity, if any stadium/facility has playfields for different sports, they shall be counted as separate playfields.** Whereas if there is any sports specific playfield where only one sport is allowed, it shall be considered as one FOP. Further, any multipurpose FOP (in which multiple sports/activities can be undertaken) shall be considered as one FOP.

The agency will carry out the following activities:

- i. The qualified agency in each package shall designate one representative as Single Point of Contact (SPOC) for each package who shall coordinate with SAI in respect of the deliverables mentioned in the RFP. The SPOC shall be stationed at SAI Headquarters in Delhi or at the concerned regional centre and shall serve as a single point of contact between SAI and the qualified agency. He

/she shall be responsible for overseeing and supervising the entire process of onsite survey in the respective package. The SPOC must hold minimum educational qualification and experience as defined below:

- a) Minimum Education Qualification- MBA/PGDM along with
- b) Post Qualification Experience- 2 years of relevant experience
- c) Computer Skills- Proficiency in MS Office
- ii. The work includes visiting the playfield and carrying out the identification and verification of the geographical coordinates, using all necessary GIS devices that may be required for establishing the Geographical coordinates of the location to an accuracy of less than 10 m. Since this will be a continuous process, details of the locations to be identified/ verified shall be provided by SAI/States Sports Department(s) in the form of a list, at the time of issuing individual Work Orders.
- iii. The Work Orders shall indicate the timelines to complete the assessments.
- iv. The agency or its representatives shall physically visit the location of playfield, collect data as per format prescribed at [https://sportsauthorityofindia.nic.in/geo\\_tagging/format.html](https://sportsauthorityofindia.nic.in/geo_tagging/format.html) take photos of the playfield and geotag the location, creating a national database of existing playfields in each town.
- v. The digital photograph of each playfield needs to be taken ( 4 photographs) capturing details such as Field of Play (FOP) & amenities like audience sitting gallery Each photograph as clicked during the survey shall be in '.jpeg' format. The agency shall note that the maximum size of each photo clicked shall not be more than 500 kb. Photographs should try to capture adjoining permanent demarcation wherever possible. For sake of clarity, no image of the playfield shall be downloaded from Internet or pre clicked photographs shared on social media or any image sharing website. The digital photograph shall be time stamped along with date. If any image is found to be contravention of this clause, it shall be counted in the erroneous data and shall attract penalty as per Clause -E of this Annexure.
- vi. The work covers carrying out Geo-Enabled survey of the playfield at various locations in and around the designated Geographical Area as per the requirements provided by SAI or State Government or Local Authority from time to time as and when required.
- vii. GPS Latitude and Longitude survey of playfield shall be conducted using mobile / handheld device, using Map Interface to geo-tag the facility to maximum accuracy (at least up to 10 m or less)
- viii. The agency must ensure that the individual(s) carrying out the geo-tagging activity shall possess smart phone (latest Android version above 5/ IOS above 4.1) with GPS facility for geo-tagging the location of the playfield.
- ix. For the survey process, permission for entry into playfield must be obtained before conducting survey. SAI shall provide full support in this.
- x. Wherever the administrative head of the sport facility refuses to co-operate with the surveyor for data collection, the agency shall flag the same in the data collection form indicating the specific reason like "Non- Co-Operation by Occupier" with date(s) of visit.
- xi. Within the defined timelines, the agency shall prepare a comprehensive project plan for entire project covering detailed tasks which are to be carried out as a part of this project along with delivery schedule and key milestones. The agency is expected to detail the project implementation approach, phases involved, highlighting dependencies.
- xii. The Project plan should necessarily cover areas of time, scope, quality, and risk management for the entire project.

xiii. The playfields data so collected by the qualified agency will be synced with the existing data of playfields in Khelo India Mobile Application and shall be used by SAI for promotion, highlighting and any other manner as deem fit by SAI.

**Additional information:**

- The Khelo India online platform created by SAI can be accessed by the general public for gathering information such as maps with location pins of the various infrastructure, contact details of the administrator of the playfield.
- The field data collected through the mobile friendly digital template application will be forwarded to the server maintained by SAI after the approval of the competent authority at SAI. The approved data will be reflected on the web portal and mobile application on real time basis.
- During the execution of the project, the identified agency has to participate in periodic review meetings through video conferencing or directly.
- Geo-Tagging Team will arrange their own boarding and lodging in the Districts/Sub-Divisions. The team shall arrange vehicles on their own. SAI shall not be responsible for providing the said facilities.

**B. Deliverables**

- i. Detailed project Plan at the inception of the Project
- ii. Geo-tagging of playfields
- iii. Digital templates filled along with photographs ( 4 photographs) with good resolution capturing details such as:
  - Field of play (FOP)
  - Amenities like audience sitting gallery
- iv. Fortnightly progress report indicating number of playfields assessed and geotagged.
  - v. The agency shall also collect details with respect to the coaches attached with the facility. The details shall include the following:
    - Name, contact details and email ID of the coaches
    - Sports discipline of the respective coaches
  - vi. Completion Report encompassing the coordinates of each location in excel format along with survey reports signed by appropriate authority (contact details of the signing authority to be provided for verification). A form encompassing the details of the data collected signed by the appropriate authority shall also be uploaded. For sake of clarity, appropriate authority would mean the following:
    - a. Privately owned facilities - Owner or his Authorised Representative (This will include restrictive use, website & booking address to be captured for link)
    - b. Government owned facilities - Authorized Govt. officer
    - c. SAI owned facilities–Administrator/ SAI authorized officer.
  - vii. The Agency must also highlight the date and time against each facility when they were visited.

**C. Payment terms**

The Agency shall claim its payments based on the number of Field of Play (FOP) assessed during the period. Payments shall be made by SAI to the agency against submission of invoice on bimonthly basis. The work order shall be given in a batch of minimum 10 FOP within a municipal limit of town and in case less than 10 FOP payment shall be made on pro -rata basis.

**D. Liquidated Damages**

If the agency fails to perform the services within the timeframe incorporated in the contract, SAI shall, without prejudice to other rights and remedies available to SAI under the contract, deduct from the contract price as liquidated damages for each week of delay or part thereof until actual delivery, a sum equivalent to 0.5% of relevant portion of the work order subject to maximum damages of 3% of relevant portion of the work order.

If delay continues beyond the said stipulated provision of liquidated damages, SAI reserves its right to terminate the contract and get the balance work done at the risk and cost of the defaulting agency.

**E. Penalty for shortfall in performance**

SAI in its own discretion may conduct physical verifications of 20 Field of Play(FOP)per thousand identified on the basis of random sampling and verify the data. In case of error(s), penalty shall be imposed as per following:

- If errors are identified upto 5 FOPs, then the penalty would be imposed to the tune of 5 times of the cost of the FOPs where deficiency is found.
- If errors are identified beyond 5 FOPs and upto 10 FOPs, then the penalty would be imposed to the tune of 10 times of the cost of the FOPs where deficiency is found .
- In case errors are identified beyond 10 FOPs, then the penalty would be imposed to the tune of 10 times of the cost of the FOPs where deficiency if any found. Further, the agency shall be required to perform resurvey of the entire data within a stipulated time (which shall not be less than 30 days).In case, the agency refuses to perform re-survey of the data or fails to perform resurvey within the stipulated time, SAI reserves the right to terminate the contract with penal provisions as stipulated in contract.
- In case errors are identified beyond 10 FOPs after physical verification of FOPs identified on the basis of random samplings mentioned above for the third time , then SAI reserves the right to terminate the contract with the agency with penal provisions as stipulated in contract
- SAI may allow additional time for completion of assignment in consideration of circumstances beyond the control of the Agency to the extent considered justifiable and may decide to forego the whole or part of the aforesaid penalties.

**F. Review and monitoring of the Agency's work**

The Agency's work will be monitored by a Project Monitoring Unit constituted by SAI.

**G. Support from SAI**

During the Project, the Agency shall work in close Co-ordination with SAI and SAI shall provide (or cause others to provide) the following support to the Agency and its permanent team members:

- i. Regular review and approval of all the documents submitted by the Agency to the SAI.
- ii. Co-ordination support from respective government agencies and other stakeholders.
- iii. The list of Playfields and sports facility to be assessed shall be provided by a centralised team of SAI. In addition to the list, the successful agency shall also coordinate with District Administration, Urban Local Bodies of the Towns/ State Governments and any public/private entity having or maintaining playfield as defined in Clause -A of Annexure- II of this RFP for Geo-Tagging the playfields in that area.
- iv. Information, resources and assistance (including access to records, systems, and people) required to perform the Services



**ANNEXURE III | CONTRACT FORM**

**SPORTS AUTHORITY OF INDIA  
KHELO INDIA DIVISION**

Contract No.....

Dated .....

**This is in continuation to this office’s Notification of Award/Letter of Intent dated.....**

1. Name & address of the Service provider:.....
2. Bidding Document RFP No..... dated \_\_\_\_\_ and subsequent Amendment No.....,dated(if any), issued by the SAI.
3. Service provider’s Bid No..... dated ..... and subsequent communication(s) No..... dated..... (if any), exchanged between the service provider and the client in connection with this Bid.

4. In addition to this Contract Form, the following documents along with the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this Contract:

- Annexure I - General Conditions of Contract (as per RFP)
- Annexure II - Terms of Reference (as per RFP)
- Annexure III - Bid Form furnished by the service provider
- Annexure IV - Price Schedule(s) furnished by the service provider in its Bid
- Annexure V - SAI’s Notification of Award of Contract/Letter of Intent

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

- (i) Brief particulars of the services which shall be provided by the service provider are asunder:

<b>Schedule No.</b>	<b>Brief description of services</b>	<b>Accounting unit</b>	<b>Overall contract value</b>	<b>Terms of delivery</b>

.....	Carrying out the services of Geo-Tagging and survey of the Playfields	INR	.....	As and when required during the term of contract, individual work order(s) shall be issued by SAI indicating the details of work such as locations to be assessed and the time period to complete the tasks (which shall not be less than 30 days).
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Any other additional services (if applicable) and cost thereof:

(ii) Contract valid up to: The tenure shall be limited to 02 years or mapping of 75000 Field of Play (FOPs) whichever is earlier. The number of FOPs assessed across India may be increased by a maximum of 25% within the overall cost of the tender but not beyond the period of 02 years as mentioned above without any change in Unit price and other terms and conditions.

(iii) Prices: \_\_\_\_\_

(iv) Details of Performance Security:

Performance Bank Guarantee ("PBG") for an amount equivalent to 03% of the contract value inclusive of tax i.e. \_\_\_\_\_ The PBG should remain valid for an additional period of 60 (sixty) days beyond the timelines mentioned in the PO.

(v) Payment terms: In accordance with Clause- C of Annexure -II of this RFP.

(Signature, name and address  
of the authorized official)  
For and on behalf of

Director General Sports Authority of India  
Received and accepted this Contract

[Signature with date, name and designation]  
for and on behalf of Messrs  
[Name & address \_\_\_\_\_]  
(Seal of the service provider)

Date:.....

Place:.....

ANNEXURE IV | FORM OF UNDERTAKING

Date: \_\_\_\_\_

RFP No. \_\_\_\_\_

To,

Sr. Director (KI)

Khelo India Secretariat,

Staircase No. 5, JLN Stadium Complex,

Lodhi Road, New Delhi - 110003

I/WE *<insert name>*

of *<insert business address>*

hereby submit our Bid(s) in response to the Request for Proposal (RFP) for Geo-Tagging of Playfields on Pan India basis and undertake that financial rates are quoted by us against *< insert no. of packages (in words)>* packages.

I/We understand that SAI reserves the right to accept / reject any application and the selection is at the sole discretion of SAI.

Signature:

Name (in full):

Name of Organization:

Title:

Date: