

Sports Authority of India

“REQUEST FOR PROPOSAL”(RFP)

For Selection of Strategic Advisors (for Sports Events
Planning)

RFP Ref: 01-23002(02)/5/2022-HO - Khelo India Division

Date of Publication: 25.08.2022

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

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1 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 . 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. 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.
3. 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.

1. NOTICE INVITING TENDER

Sports Authority of India, (hereafter referred as "SAI") an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from Consulting Firms having sufficient experience and credentials to associate with SAI as Consultant as Strategic Advisors for Sports Events Planning. The detailed scope of work and deliverables are mentioned in ANNEXURE 'I', Terms of Reference for Consultancy Services (TOR), of this RFP.

2. Basic Tender Details

Organization chain	Sports Authority of India
Reference Number	01-23002(02)/5/2022
Tender Id	<u>1906247</u>
Item-wise Technical Evaluation Allowed	yes
Tender Type	Open tender
General Technical Evaluation Allowed	yes
Payment Mode	Online
Category	Service

2.1 CRITICAL DATES

Publish Date	25.08.2022
Bid Opening Date	25.08.2022
Bid Submission Start Date	27.08.2022
Bid Submission End Date	25.09.2022
Bid Validity Period	1 month
Mode of Submission	Online

3. DOCUMENTS TO BE SUBMITTED

All the documents are to be mandatorily uploaded online as per the instruction for online bid submission detailed in this RFP document as detailed in [Annexure II-'Documents to be Submitted'](#)

4. ELIGIBILITY CRITERIA

- 4.1. Each Bidder should qualify against all the pre-qualification/eligibility criteria as detailed in Clause 1 of [Annexure III- Eligibility & Evaluation Criteria](#).
- 4.2. Bids of the Bidders, who do not meet the required Qualification/Eligibility Criteria mentioned in this RFP shall be treated as non – responsive and their bid will not be considered further.

5. RFP PROCESS

- 5.1. RFP issued by SAI constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as per Clause 6 above) to be Service Provider (after evaluation of eligible bidders), subject to the terms of this RFP, Tender Documents and the Service Agreement.

- 5.2. 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.
- 5.3. This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and SAI reserves the right to withdraw the RFP and/ or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid.

6. EARNEST MONEY DEPOSIT

EMD Fee In Rupees	1,30,000/-
EMD Percentage	NA
EMD Payable To	Secretary SAI
EMD Payable At	New Delhi
EMD Fee Type	Online

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

- Account Payee Demand Draft
- Fixed Deposit Receipt
- Banker's cheque / Pay Order
- Bank Guarantee from any of the commercial banks (as per the format at Annexure V),
- NEFT transfer to "SECRETARY, SAI (KHELO INDIA) Union Bank of India Account No: 108510100037232, IFSC No. UBIN0810851.
(Bidder has to upload challan/proof along with Bid in CPPP Portal)
- Valid Insurance Surety Bonds

7. TENDER FEE DETAILS

Tender Fee In Rupees	NA
Fee Payable To	NA
Tender Fee Exemption	No
Fee Payable At	NA

8. EVALUATION CRITERIA

- 8.1. The Bids will be evaluated based on the QCBS method as mentioned in GFR 2017 (192) and the evaluation criteria is mentioned in Clause 2 of [Annexure III- Eligibility & Evaluation Criteria](#).
- 8.2. Overall weightage of 30% for Financial Bid and 70% weightage for Technical Bid shall be considered while calculating final score.
- 8.3. A Bidder must get a minimum of 70 marks (out of 100 marks) in the Technical Evaluation to proceed to opening of Financial/Price bid.

9. DECLARATION OF SUCCESSFUL BIDDER

- 9.1. Prior to the expiration of the validity period for the Bid, SAI notify the successful Bidder in writing by Notification of Award that its Bid has been accepted. SAI will also send to the successful Bidder, a draft of the Service Agreement, along with the aforementioned notification. The successful Bidder and SAI shall discuss and enter into a mutually

agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Bidder and shall not have terms and conditions more onerous on the Service Provider than those contained in the RFP.

- 9.2. The failure of SAI and the successful Bidder to agree to the terms and conditions of the Service Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals.

10. PERFORMANCE SECURITY

- 10.1. In order to ensure the due performance of the awarded contract, the Service Provider/Successful Bidder shall, within 15 (fifteen) days of entering into the Service Agreement with SAI, furnish an irrevocable bank guarantee for an amount of 03% of the accepted value of the contract ("Performance Security") failing which an amount of 0.1% 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.

- 10.2. The Performance Security in the form of Bank Guarantee or other valid formats like Fixed Deposit/Demand Draft/ Valid Insurance Surety Bonds/ NEFT Transfer shall be drawn from any Commercial Bank drawn in the favour of below account details, payable at New Delhi and is to be deposited in the office at Sports Authority of India (SAI) Gate No 10, JN Stadium New Delhi 110003 and/or intimated to the office through mail.

A/c Name: SECRETARY, SAI (KHELO INDIA)

A/c No.: 108510100037232

Bank Name: UNION BANK OF INDIA

Bank Branch: JLN STADIUM, SPORTS AUTHORITY OF INDIA BUILDING CGO COMPLEX NEW DELHI

Branch Code: 1085

IFSC Code: UBIN0810851

The format for performance security of submitted in form Bank guarantee is attached at Annexure XII.

11. SCOPE OF WORK & TIMELINES OF THE PROJECT

- 11.1. The scope of the work requires the successful bidder to deploy fulltime manpower at SAI for the contract period to successfully execute services as mentioned in TOR. The requirements may evolve over time. The tentative detailed scope of work and details of required manpower during the contract period is mentioned in [Annexure I](#).

12. MANPOWER REQUIREMENT

- 12.1. Bidder shall provide required number of skilled personnel as defined in Clause 4 of [Annexure I](#), Bidder must provide clear definition of the role and responsibility of each individual personnel as part of its proposal.
- 12.2. SAI reserves the right to interview all the proposed resources before accepting deployment in the project.
- 12.3. Bidder shall use commercially reasonable efforts to ensure it retains the services of its Key resources, including provisioning of competitive compensation, benefits and other conditions to its Resources to incentivize them to remain in Bidder's employment.
- 12.4. Bidder shall not make any changes to the composition of the Key resources and not require or request any member of the Key resource to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from SAI that would have the same effect):
- Unless that person resigns, is terminated for cause, medically unavailable, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
 - Without SAI's prior written consent.

13. TERMS OF PAYMENT

- 13.1. The payment will be made as mentioned below, after satisfactory completion and acceptance of the required monthly reports to be submitted. The invoices should be submitted along with approval from concerned authorities.

Sl.	Milestone	Timeline	Percentage of Fee
1	Monthly Reports (12 nos.)	At the end of every month	100% (Equally divided amongst 12 reports)

- 13.2. Time and quality shall be the essence of the contract.
- 13.3. Any delay incurred from the part of service provider against the above defined timelines will not be considered for payment by the purchaser. Such payments will attract penalty as per [Clause 21](#). In no circumstance, any payment excess to the contractual obligation will be made to the service provider.
- 13.4. Service Provider should furnish details of the location from where they are going to raise their Bills / Invoices to SAI.
- 13.5. Service Provider must raise their Bills / Invoices in the name of SAI along with completion certificate from the concerned authorities regarding each phase.

14. OTHER TERMS AND CONDITIONS OF THE PROPOSALS

- 14.1. All information / details submitted to SAI shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.
- 14.2. 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.
- 14.3. 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.

15. PENALTY

- 15.1. In case the Service Provider/resource deployed fails to commence/execute the work as assigned to them, SAI reserves the right to impose the penalty of at 0.50% of the total project cost and in case of unsatisfactory performance of the resource even after formal warning, SAI reserves the right to impose the penalty at 0.50% of the monthly billable value of the individual per such incidents as approved by the competent authority. However, the total penalty levied during the project duration shall not be more than 10% of the total project value. Further,

16. GENERAL TERMS AND CONDITIONS OF CONTRACT

- 16.1. Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services / supplies to SAI, shall invite all or any actions / sanctions, as the case maybe. The decision of SAI arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to put pressure of any kind, may disqualify the bidder for the present RFP and the bidder may also be liable to be debarred from bidding for SAI /SAI RFPs in future for a period of at least three years.

- 16.2. 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.
- 16.3. 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.
- 16.4. SAI may not award any work to the any bidder at its own discretion without assigning any reason thereof.

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

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

18. HANDOVER

- 18.1. The selected bidder shall prepare a handover policy which shall be approved by SAI.
- 18.2. The handover shall be done by SAI at the end of the contract as per the policy document and other remedial changes required if any at the end of the contract period with the approval of SAI.

19. REPRESENTATIONS AND WARRANTIES

- 19.1. 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.
- 19.2. 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.

20. INDEMNIFICATIONS AND LIABILITIES

- 20.1. The bidder shall fully indemnify, hold harmless and defend MYAS/ SAI and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim including claims for infringement of Intellectual Property Rights, which arise out of or relate to:
 - i. any breach of any representation or warranty of the bidder contained in the RFP, ii. any breach or violation of any covenant or other obligation or duty of the bidder under this RFP.SAI accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 20.2. 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.

21. TERMINATION

- 21.1. 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 within 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 up to the mark;

22. FORCE MAJEURE

- 22.1. 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.

23. DISPUTE SETTLEMENT MECHANISM

- 23.1. 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 effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

24. APPLICABLE LAW

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

25. RESERVED RIGHTS

- 25.1. SAI reserves the right to;
- i. Accept/reject any of the RFP clause in full or part without assigning any reason thereof.
 - ii. Revise the requirement at a later stage as and when required.
 - iii. Amend, modify, relax or waive/delete any of the conditions/ scope of work stipulated in the RFP wherever deemed necessary, before last bid submission date.

26. CORRUPT OR FRAUDULENT PRACTICES

- 27.1. 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;

28. CONFIDENTIALITY

- 28.1. 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.

ANNEXURE 'I' | TERMS OF REFERENCE FOR CONSULTANCY SERVICES (TOR)

1. General

Sports Authority of India, (hereafter referred as "SAI") an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from Service Providers/Consulting Firms having sufficient experience and credentials to associate with SAI as Strategic Advisors (for Sports Events Planning)

2. About SAI

Sports Authority of India (SAI), under the aegis of Ministry of Sports & Youth Affairs has been entrusted with twin objectives of promoting sports and achieving sporting excellence at the National and International level. SAI has played a significant role in shaping India's sports development by providing training to elite athletes and at the same time operating a number of schemes for identification and development of young talent. Through its sports promotional schemes, SAI supports and nurtures talent amongst youth, and provides them with requisite infrastructure, equipment, coaching facilities, and competition exposure. SAI is also responsible for helping plan and execute leading sports events initiatives in the country such as Khelo India Games

3. Scope of Services

To carry out the tasks related to planning of events under SAI, included but not limited to the Khelo India Games. The Consultancy shall assist SAI with the following:

- i. Overall responsibility of implementation of project in most efficient manner
- ii. Oversee the project implementation by coordinating with all stakeholders
- iii. Managing stakeholder expectations and ensuring their active participation in project implementation
- iv. Provide regular report on Khelo India Games
- v. Interacting with SAI FA Heads and working on deliverables as per requirement.

4. Constitution of the Team/ Minimum Required Manpower Deployment

4.1. The project would essentially require a definitive team consisting of Program Director, Project lead and Consultants. An illustrative minimum team deployment for the various requirements is as below:

4.2. Following Team members will be the part of strategic consultancy and will be deployed for full- time onsite support:

S.No	Position	Minimum Experience required	Minimum Educational Qualification
1	Project Coordinator	3 or more years of relevant experience	MBA/ Post Graduate qualification
2	Sports Events Expert	3 or more years of relevant experience	MBA/ Post Graduate qualification
3	Consultant – IT	1 or more years of relevant experience	MBA/ Post Graduate qualification/B.Tech
4	Consultant – Procurement	1 or more years of relevant experience	MBA/ Post Graduate qualification/B.Tech
5	Consultant- Technical Conduct	1 or more years of relevant experience	MBA/ Post Graduate qualification/B.Tech

ANNEXURE 'II' | DOCUMENTS TO BE SUBMITTED

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

Sl. No.	Criteria	Document to be submitted online
I. General Documents		
1.	Bid Security	Required Documents for EMD and Bid security as per clause 10 of RFP.
2.	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per Annexure IV .
3.	Authorized Signatory	Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents. OR Signed and scanned copy of Board resolution in favour of Authorized signatory of the bidder. (Sample Attached at Annexure VI)
4.	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
II. Pre-Qualification Documents: Criteria as Mentioned in Clause 1 of Annexure III.		
A	Consulting Credential Any consulting empanelment with Central Government	Proof of valid empanelment issued by NICSI or Departments / autonomous bodies of GoI i.e., Valid Letter/ agreement of empanelment issued by NICSI or departments / autonomous bodies of GoI with validity and terms of empanelment.
B	Fit and Proper Person	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory, as per conditions mentioned in Annexure III.
III. Evaluation Criteria Documents: Criteria as Mentioned in Clause 2 of Annexure III		
A	Consultant Experience	Annexure VII along with Work Order Completion Certificates/ payment proof from client /certification from a Chartered Accountant certifying at least receipt of one payment in the claimed project. The projects against at least 80% payment has been received shall only be considered.
B	Team	CVs as per format at Annexure IX . along with declaration regarding availability from the part of the resource Also upload the deployment plan as per Annexure IX B in, .xls format