REQUEST FOR PROPOSAL

(RFP)

For

Service Provider to Design, Develop & Deliver the syllabus and content for the subject of Professional Development at SAI NSNIS Patiala

Date of Publication: 16-11-2020

Last Date of Submission: 08-12-2020 by 11 am
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DISCLAIMER

1. The information contained in this Request for Proposal Document (hereinafter known as “RFP Document”) or subsequently provided to Bidders in documentary form by or on behalf of Sports Authority of India, NS NIS Patiala or any of their representatives, employees or advisors (collectively referred to as "Representatives"), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

2. This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities, who are qualified to submit their Proposal (“Bid”). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for SAI NS NIS Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.

3. The Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.

4. The Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.
INTRODUCTION & BACKGROUND

Sports Authority of India, Netaji Subhash National Institute of Sports, Patiala (hereafter referred as “SAI NS NIS” or Purchaser/ User Department) invites Online Bids from Service Providers/vendors having sufficient experience and credentials to design, develop & deliver the syllabus and content for the subject of Professional Development at SAI NS NIS. The detailed scope of works and deliverables are mentioned at Annexure VI.

About NS NIS Patiala

The present campus of the National Institute of Sports (NIS) was inaugurated at Patiala on 7 May 1961 mainly with the aim to study the standard of sports in the country and to provide first-class Coaches in different sports and games. The NIS Diploma in Sports Coaching was therefore started to groom and train sportspersons to the Coaching role. In 1973, the Institute was dedicated to the memory of late freedom fighter Netaji Subhas Chandra Bose, and renamed as Netaji Subhas National Institute of Sports. The Institute was merged with the Sports Authority of India (SAI NS NIS) in 1987.

NIS Patiala is, at present, the Academic Wing and the main academic centre of SAI NS NIS. The Institute also has three academic sub- centres at the SAI NS NIS Regional Centres; the SAI NS NIS Netaji Subhas Southern Centre, Bangalore; SAI NS NIS Netaji Subhas Eastern Centre, Kolkata; and SAI NS NIS LNCPE, Thiruvananthapuram. The Institute also conducts some regular and periodic sports education programmes at these centres and some other selected centres from time to time.

Besides being the academic centre of the SAI NS NIS, the Institute also performs the important task of training of elite sportspersons for international competitions. This is also facilitated by the SAI NS NIS High Altitude Training Centre (HATC), Shilaroo, (Himachal Pradesh), being managed by this Institute.

About NIS Diploma Course

Introduced in 1963, this one-year coach education programme is the basic qualification for professional competence in the field of sports coaching, in a specific sport. Graduates, in any discipline, having proficiency in a particular sport, are admitted to this programme. The diploma course is conducted, in various sports disciplines at the four SAI NS NIS academic centres, i.e., Patiala, Bengaluru, Kolkata and Thiruvananthapuram. It includes ten months academic session followed by two months internship programme. The admission to this course is conducted centrally for all the four academic centers. The session starts in the month of July every year.

Currently the Diploma Course is being conducted in 24 Sports Disciplines. The approximate strength of trainees will be 720 during the forthcoming course. Except Athletics (75), Hockey (50)
and Wrestling (50) the general class strength is less than 30. The present course is due to start in the third week of October and is likely to be online initially due to prevailing conditions.

1. **INSTRUCTIONS TO BIDDERS**

1.1. The Bidders can download this RFP from the website: [http://nsnis.org](http://nsnis.org) & CPP Portal website: [http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app). Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in Clause 2 of this RFP.

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

2. **BID SCHEDULE**

<table>
<thead>
<tr>
<th>Date of Publication</th>
<th>16-11.2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid document download start Date</td>
<td>16-11.2020</td>
</tr>
<tr>
<td>Last date and time of submission of queries for Pre-Bid Conference</td>
<td>27-11.2020 at 4 PM to <a href="mailto:nispatatala@yahoo.com">nispatatala@yahoo.com</a></td>
</tr>
<tr>
<td>Virtual Pre-Bid conference</td>
<td>30-11-2020 at 11 AM</td>
</tr>
<tr>
<td>Video conferencing link for online pre-bid meeting shall be communicated through corrigendum.</td>
<td></td>
</tr>
<tr>
<td>Bid submission end date and time</td>
<td>08-12-2020 at 5 PM</td>
</tr>
<tr>
<td>Bid Validity Period</td>
<td>180 days</td>
</tr>
<tr>
<td>Mode of Submission</td>
<td>Online</td>
</tr>
<tr>
<td>Opening of Technical Bid date and time</td>
<td>11-12-2020</td>
</tr>
<tr>
<td>Opening of Financial Bids</td>
<td>Shall be notified later</td>
</tr>
</tbody>
</table>

3. **LANGUAGE OF BID**

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and SAI NS NIS, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

4. **ELIGIBILITY CRITERIA**

4.1 Bids of the Bidders, who do not meet the required Qualification/Eligibility Criteria mentioned in this RFP shall be treated as non-responsive and will not be considered further.
4.2 Each eligible applicant should qualify against all the following pre-qualification/eligibility criteria:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Parameter</th>
<th>Criteria</th>
<th>Documents/Evidence to be Submitted</th>
</tr>
</thead>
</table>
| 1      | Legal Entity              | 1. A company incorporated in India under the Companies Act, 1956 or 2013 and subsequent amendments to it, Partnership Firms (LLP Act, 2008 or Partnership Act, 1932) or Proprietary Firms or Professional/Person with Relevant experience  
2. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status | Certified by Authorized Signatory:  
1. Copy of Certificate of Incorporation, Partnership Deed etc  
2. Copy of Registration Certificates with the GST & IT(PAN) Authorities. |
| 2      | Turnover                  | The company/LLP/Proprietorship firm should have average annual turnover of at least INR 50 Lakhs over last three years (three out of four previous financial years ending FY 2019-20) | Certificate by their Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per Annexure III. |
| 3      | Relevant Experience       | The company/ LLP/Proprietorship firm/Professional should have prior experience in at least 2 executing similar project in last 3 financial years ending FY 2019-20.  
Similar work means “design/develop/deliver content or syllabus for a Professional Course” | Annexure II along with Work Order + Completion Certificates from client; Work Order + Payment Proof corresponding to the work done; |
| 4      | Minimum Manpower Requirement | The bidder should have a minimum of 05 employees with relevant course delivery experience (of at least 3 years) in their payroll at the time of bidding | Certificate/Declaration with details of the employees from the bidder/HR department |
| 5      | Fit and Proper Person     | Bidder should be Fit and Proper person as per the criteria defined in this RFP document | Self-certificate and/or Letter of Undertaking to this effect on Bidder’s letter head signed by Bidder’s authorized signatory, as per conditions mentioned below. |

If a person with relevant experience is submitting the bid the points at 2 & 4 above will not applicable

(a) **Conditions for Fit and Proper Person:**

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

a. financial integrity of the Bidder;
b. ability of the Bidder to undertake all obligations set out under this RFP;
c. absence of convictions or civil liabilities against the Bidder;
d. absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment is still existing;
e. absence of any disqualification as specified below:
   o Conviction of the Bidder or any of its respective directors, partners, executives or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud or any offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code, or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract;
   o Admission of an application for winding up or liquidation under the Insolvency and Bankruptcy Code, 2016 (IBC) or any Applicable Laws against the Bidder or any of its or their respective directors and partners;
   o Any action or proceeding being initiated under the Insolvency and Bankruptcy Laws under the Applicable Law, including but not limited to declaration of Insolvency or Bankruptcy, disqualification or de-recognition by any professional body being initiated against the Bidder;
   o Current or previous banning of the Bidder or its respective directors, partners, executives or key managerial personnel by the governing body of any sport from involvement in the administration of or any form of participation in such sport, for any reason;
   o Default by The Bidder or any of its or their respective directors, partners, executives or key managerial personnel of any of its obligations to a financial institution or has defaulted on any of its obligations to a financial institution in the last 3 (three) financial years;
   o The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.

5. RFP PROCESS

5.1 RFP issued by the SAI NS NIS constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as Clause 4 above) to be Service Provider (after evaluation of eligible bidders), subject to the terms of this RFP and the Service Agreement.

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 NS NIS of the Bidder’s Bid and the execution of the Service Agreement by both SAI NS NIS and the Bidder/Service Provider.

5.3 This RFP is only illustrative in nature and all narrations are intended to be used by the applicant as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and SAI NS NIS reserves the right to withdraw the RFP and/ or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid, save in relation to the eligibility criteria, technical requirements and the evaluation principles of the Bids.
5.4 Upon selection of a Bidder by SAI NS NIS and the Service Provider shall enter into a detailed contract/agreement ("Service Agreement") incorporating the provisions of this RFP and the successful Bid.

5.5 The term of association shall be for 2 (Two) years from the execution of contract/agreement, which may be extendable for another 1 year at same price on satisfactory service.

6. BID VALIDITY

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

6.2 In exceptional cases, the Bidders may be requested by SAI NS NIS 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.

6.3 In case the day up to which the Bids are to remain valid falls on or subsequently declared a holiday or closed day for SAI NS NIS, the Bid validity shall automatically be extended up to the next working day.

7. BID PRICES

7.1 The Bidder providing services shall quote only in Indian Rupees.

7.2 The Bidder shall indicate in the Price Schedule provided on CPP Portal all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required.

7.3 If any firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

7.4 Firm Price: The prices quoted by the Bidder shall remain firm and fixed during the currency of the Contract and will not be subject to variation on any account.

8. SUBMISSION OF BIDS

8.1 Bids are to be submitted online as per instructions in Annexure V of the RFP.

8.2 SAI NS NIS will open (online) Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.

8.3 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI NS NIS, the Bids will be opened at the appointed time on the next working day.
8.4 Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Bidders acknowledgement letter of bid submission at CPPP website: http://eprocure.gov.in/eprocure/app.

8.5 The Technical Bid is to be opened at the prescribed time and date as indicated in RFP Bid schedule. During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).

8.6 Financial bids of the technically qualified Bidders shall be opened online at the date, time and as intimated later on CPP e-procurement website https://eprocure.gov.in/eprocure/app. The authorized signatories/ representatives of such Bidders who wish to attend the financial bid opening may please do so by showing their bid acknowledgement slip.

8.7 Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid schedule mentioned in Clause 2 of the RFP shall not be considered

9. EARNEST MONEY DEPOSIT

9.1 The Bidder shall furnish along with its Bid, EMD for an amount of INR 10,000/- (Rs. Ten Thousand Only);

9.2 The EMD is required to protect SAI NS NIS against the risk of the Bidder's unwarranted conduct. Non submission of EMD will be considered as major deviation and bid will without EMD will not be considered.

9.3 EMD must be submitted to SAI NS NIS, Patiala before bid submission end date and time as mentioned in the Bid Schedule at clause 2 above.

9.4 In case as per Notification of Government of India, if the Bidder falls in the category of exemption of EMD, Bidder should furnish the relevant Notification along with required documents like valid Registration Certificate along with all other relevant documents. If no such notification or Registration Certificate along with relevant documents is furnished along with the bid, bid shall be treated as un-responsive and shall be summarily ignored without any further reference.

9.5 The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs. The Start-ups as defined in Annexure-A of the "Action Plan for Start-ups in India" by Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry, will also be eligible for EMD Exemption on submission of valid documents.
9.6 The EMD shall be furnished in one of the following forms:

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

```
A/C NAME: Sports Authority of India Main
A/C NO.: 55012350828
BANK NAME: STATE BANK OF INDIA
BANK BRANCH: NIS Patiala
BRANCH CODE: 50198
IFSC CODE: SBIN0050198
```

9.7 Demand Draft/Bankers Cheque/FDR/BG from scheduled commercial bank drawn in favour of Sports Authority of India, Main Account payable at Patiala and submitted in the Office of Senior Executive Director (A), Sports Authority of India, Netaji Subhas National Institute of Sports, Old Moti Bagh, Patiala (Punjab) on or before scheduled date given in this RFP.

9.8 The EMD shall be valid for a period of 45 days (forty-five days) days beyond the validity period of the Bid. As validity period of Bid as per clause 6 of this RFP is 180 days, the EMD shall be valid for 225 days from the date of opening of Technical Bid.

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

9.10 The EMD shall stand forfeited if a Bidder:

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

10. BIDDERS QUERIES AND RESPONSES THERETO

10.1 All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person on the email id nispatiala@yahoo.com. The queries should necessarily be submitted on or before scheduled date and time mentioned in the following format:
To,
Executive Director
NS NIS Patiala

BIDDER’S REQUEST FOR CLARIFICATION

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Bidding Document Reference(s) (Clause number/page)</th>
<th>Content of RFP requiring clarification</th>
<th>Points of Clarification required.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
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</tbody>
</table>

10.2 All enquiries should be sent to SAI NS NIS only through email only. SAI NS NIS shall not be responsible for ensuring that Bidder’s enquiries have been received by them. SAI NS NIS will endeavour to provide a complete, accurate, and timely response to all questions to all the Bidders. However, SAI NS NIS makes no representation or warranty as to the completeness or accuracy of any response, nor does SAI NS NIS undertake to answer all the queries that have been posed by the Bidders. All responses given by SAI NS NIS will be distributed/mailed to all the Bidders or posted on the online portal/website. Bidder should regularly visit the portal for any updates/corrigendum.

10.3 SAI NS NIS will host a Pre-Bid Conference (either virtual or physical), scheduled as per the details in the Bid Schedule. The representatives of the interested Bidders may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder’s queries, together with proposed solutions. SAI NS NIS shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The link shall be provided to the Bidders one hour prior to the scheduled meet.

10.4 Within reasonable time period from the Pre-Bid Conference, SAI NS NIS will issue responses to all of the bidders’ written queries, together with any other revised documents (if required).

10.5 Amendments to Bidding Documents:

i. At any point of time, prior to the deadline for submission of Bids, SAI NS NIS may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids.

ii. Such an amendment will be uploaded on SAI NS NIS website: [http://nsnis.org](http://nsnis.org) and CPP portal of Government of India [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders are, therefore, advised to refer to SAI NS NIS website and CPP portal before submitting bids.
10.6 Clarification of Bidding Documents: A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with SAI NS NIS in writing. SAI NS NIS will respond in writing to such request in pre-bid conference as per the bid schedule.

11. SUBMISSION OF BID

11.1 All documents are to be uploaded in PDF or scanned copies online.

11.2 The Bidder is required to upload the documents in accordance with clause 12 of this RFP.

11.3 Bidders shall submit 'Online Bid' only in PDF/Scanned copy. Hard Copy of Bid documents will not be accepted.

11.4 The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.

11.5 Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.

11.6 In exceptional circumstances, at its discretion, SAI NS NIS may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

11.7 The envelope containing the EMD must be received in the office of the SAI NS NIS Patiala between 10 am to 5 pm on any working day up to date mentioned in Bid Schedule.

11.8 Rejection of Technical Bids - In addition to any other reasons stipulated in this RFP, technical Bids may be rejected under any of the following circumstances
   i. Incomplete bids that do not quote for the complete scope of work as indicated in the Bid-related documents, addendum (if any) and any subsequent information given to the Bidder;
   ii. Information that is found to be incorrect/misleading at any stage during the tendering process;
   iii. Incomplete Bids;
   iv. Inclusion of commercial Bid details in a technical Bid, or technical Bids that reveal quotations, in any form; and
   v. Non-fulfilment of the eligibility criteria set out in this RFP, by the Bidder.
   vi. Any Bid that does not comply with the conditions laid down by SAI NS NIS.
   vii. Any other reasons deemed fit by SAI NS NIS.

11.9 Rejection of Commercial Bids
   i. In addition to any other reasons stipulated in this RFP, commercial Bids may be rejected under any of the following circumstances:
   ii. Incomplete Bids that do not set out the Service Fee for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder.
   iii. Commercial Bids made through Tele fax/Telegraphic/Fax/E-mail/by post.
iv. Bids which do not confirm unconditional validity of the bid for 180 days from date of opening of Bid.

v. Bids which do not conform to SAI NS NIS bid format.

vi. Bids in respect to which the bidder does not accept SAI NS NIS rectification of clerical/arithmetic discrepancies in the commercial bid, if any.

vii. Any Commercial Bid that does not comply with the conditions laid down by SAI NS NIS.

viii. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the submission of the Bid.

ix. Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

### 11.10 Other Reasons for Rejection of Bid

i. In addition to any other reasons stipulated in this RFP, Bids may be rejected under any of the following circumstances:

ii. Bids in which the Bidder seeks to influence the SAI NS NIS bid evaluation, bid comparison or contract award decisions.

iii. In view of two bid systems, SAI NS NIS may first open technical bids. If the same is not complete and lacking with respect to any requirement(s), the same would be rejected straightaway & without opening the commercial bid.

### 12. DOCUMENTS TO BE SUBMITTED

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

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Criteria</th>
<th>Document to be submitted online</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>EMD</td>
<td>Scanned copy of Proof of online payment/D.D. / Bankers Cheque/FD/Bank Guarantee drawn against the E.M.D to be paid as per this RFP followed by the originals.</td>
</tr>
<tr>
<td>2.</td>
<td>Pre-Qualification Documents</td>
<td>As Mentioned in clause 4.</td>
</tr>
<tr>
<td>4.</td>
<td>Financial Bid</td>
<td>As per Required Format only in the Price Bid</td>
</tr>
</tbody>
</table>
5. **Bid Submission Form**
- Scanned copy of Signed and Stamped Bid Submission Form as per Annexure I.

6. **Authorized Signatory**
- Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents. OR
- Signed and scanned copy of Board’s resolution(s) in favour of Authorized signatory of the bidder. (Sample Attached at Annexure I) OR
- In case of Person/Professional Submitting the bid the Bid Submission Form should be signed by him/her and POA is exempted.

7. **Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments**
- A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.

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

**13. EVALUATION CRITERIA**

13.1 The Bids will be evaluated based on the QCBS method as mentioned in GFR 2017.

13.2 Overall weightage of 30% for Financial Bid and 70% weightage for Technical Bid shall be considered while calculating final score.

13.3 The technical Bid of each Bidder shall be evaluated in accordance with the following methodology:

<table>
<thead>
<tr>
<th>Component</th>
<th>Criteria</th>
<th>Max. Marks</th>
<th>Documents to be Submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Years in Existence in case of Firms OR Years of Professional Experience in case of</td>
<td>Overall existence in terms of no. of years since incorporation(firms)/years of professional experience in case of a person/professional</td>
<td>10</td>
<td>Certificate of Incorporation / Registration (firms) Certificates/Award of Work/ Employment Proofs proving</td>
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<tr>
<td>Component</td>
<td>Criteria</td>
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<td>Documents to be Submitted</td>
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<tr>
<td>Peron/professional</td>
<td>· &lt;5 years - 3 Marks&lt;br&gt;· 5 - 10 years - 5 Marks&lt;br&gt;· More than 10 years - 10 Marks</td>
<td></td>
<td>the years of experience.&lt;br&gt;(person/professional)</td>
</tr>
<tr>
<td>Prior Experience in course development in last 05 years</td>
<td>Design &amp; develop the syllabus and content for the subject of Professional Development or similar subjects&lt;br&gt;· &lt; 5 Projects - 3 Marks&lt;br&gt;· 5 - 10 Projects - 5 Marks&lt;br&gt;· More than 10 Projects - 10 Marks</td>
<td>10</td>
<td>Annexure II along with Work Order + Completion Certificates from client; OR Work Order + 50% Completion Certificate (for ongoing projects) from the client;</td>
</tr>
<tr>
<td>Prior Experience in course delivery in last 05 years</td>
<td>Deliver the syllabus and content for the subject of Professional Development or similar subjects&lt;br&gt;· &lt; 50 Trainees - 3 Marks&lt;br&gt;· 50 - 100 Trainees - 5 Marks&lt;br&gt;· More than 100 Trainees - 10 Marks</td>
<td>10</td>
<td>Annexure II along with Work Order + Completion Certificates from client;</td>
</tr>
<tr>
<td>Prior Experience in Training of Trainers in last 05 years</td>
<td>Deliver the syllabus and content for the subject of Professional Development or similar subjects to trainers/training of trainers&lt;br&gt;· Up to 2 Projects - 5 Marks&lt;br&gt;· More than 2 Projects - 10 Marks</td>
<td>10</td>
<td>Annexure II along with Work Order + Completion Certificates from client;</td>
</tr>
<tr>
<td>Quality of proposed Manpower for the Project - Employee should be on pay roll at the time of bidding.</td>
<td>Lead Trainer:&lt;br&gt;· Minimum 15 years relevant experience - 5 Marks&lt;br&gt;· MBA in (HR)/Postgraduate in Psychology - 2 Marks&lt;br&gt;· Ph.D. in relevant field - 3 Marks</td>
<td>10</td>
<td>Undertaking from the HR department/bidder regarding the proposed manpower being on the rolls of the bidder at the time of bidding.&lt;br&gt;CVs as per format at Annexure IV</td>
</tr>
<tr>
<td>Experience in associating with International/National level athletes</td>
<td>Experience of the firm or Person in associating with International/National level athletes for a similar Project</td>
<td>10</td>
<td>Proof of association and details to association as per Annexure II</td>
</tr>
<tr>
<td>Proposal &amp; Execution Plan</td>
<td>1. Detailed Compliance to SOW of RFP - 10 Marks&lt;br&gt;2. Proposed Approach and Process Flow (Phase wise) and Scalability of proposed solution - 10 Marks&lt;br&gt;3. Exit Plan and Transition handholding - 10 Marks</td>
<td>40</td>
<td>Detailed Presentation</td>
</tr>
<tr>
<td>Component</td>
<td>Criteria</td>
<td>Max. Marks</td>
<td>Documents to be Submitted</td>
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<tr>
<td>4. Module wise detailing and Understanding of SAI NS NISs requirements</td>
<td>10 Marks</td>
<td>100</td>
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</tbody>
</table>

13.4 A Bidder must get a minimum of 50 marks (out of 100 marks) in the Technical Evaluation to proceed to opening of commercial bid.

13.5 The Bid of the Bidder who submits the lowest commercial bid shall get the maximum weightage Sf, (30 marks) and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder. The Bid of the Bidder, who obtains the highest total score \( TS = 0.70 \times St + Sf \) across the technical bid and the commercial bid, will be rated as the ‘Best Bid’ and will be declared as the successful Bidder. In the event that one or more Bidders have the same Ts value, the Bid with the highest technical score \( St \) will be rated as the ‘Best Bid’.

13.6 Further, in the event that one or more Bidders with the same Ts value also have the same technical score \( St \), SAI NS NIS may, in its sole direction, declare any one of such Bidders as the successful Bidder. SAI NS NIS may also exercise its discretion in declaring the successful Bidder by evaluating whether: (a) the commercial Bid of the Bidder rated as having submitted the ‘Best Bid’ is in accordance with the requirements set out in the RFP; and (b) the Bidder winning the ‘Best Bid’ is adequately equipped to perform the services in a satisfactory manner.

13.7 SAI NS NIS reserves its right to reject any bid for any reason whatsoever.

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

13.9 However, in case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid (as defined in 7.3.4 of Manual for Procurement of Goods Services 2017 issued by Department of Expenditure), SAI NS NIS may waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI NS NIS.

14. DECLARATION OF SUCCESSFUL BIDDER

14.1 Prior to the expiration of the validity period for the Bid, SAI NS NIS will notify the successful Bidder in writing by registered post or by facsimile or email transmission that its Bid has been accepted. SAI NS NIS will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and SAI NS NIS 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.

14.2 The failure of SAI NS NIS 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 NS NIS 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.

14.3 Upon the successful signing of the Service Agreement by the Bidder and SAI NS NIS, and the Service Provider furnishing the Performance Security, SAI NS NIS will promptly notify the name of the winning Bidder to each unsuccessful Bidder and refund their respective Earnest Money Deposits.

14.4 Term of the Service Agreement: The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.

15. PERFORMANCE SECURITY

15.1 In order to ensure the due performance of the awarded contract, the Service Provider/Successful Bidder shall, within 7 (seven) days of entering into the Service Agreement with SAI NS NIS, furnish an irrevocable bank guarantee for an amount of 10% of the accepted value of the contract (“Performance Security”) failing which an amount of 0.05% penalty per day of the contracted amount will be levied on the Bidder. Penalty is for specified period not exceeding further seven days and in case failure continues the contract may be terminated by SAI NS NIS entitling SAI NS NIS to forfeit the Earnest Money besides other remedies as may be available to SAI NS NIS.

15.2 The Performance Security shall be valid for a period of 180 (one hundred and eighty) days from the date of expiry of all contractual obligations. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by SAI NS NIS. It may require revalidation from time to time as the case may be.

15.3 All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Service Provider. No interest will be payable on the Performance Security by SAI NS NIS.

15.4 Material failure/any breach or violation on the part of the Service Provider, which is not cured within reasonable time from receiving a written notice of such failure from SAI NS NIS, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by SAI NS NIS to the extent of its loss.

16. TERMS OF PAYMENT

16.1 The payment will be made phase wise (100% after satisfactory completion of each phase). Invoices may be raised as per price finalised for each phase after successful completion of
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each phase. The invoices should be submitted along with satisfactory completion certificate from concerned authorities.

16.2 Service Provider should furnish details of the location from where they are going to raise their Bills / Invoices to SAI NS NIS.

16.3 Service Provider must raise their Bills / Invoices in the name of Senior Executive Director, SAI NS NIS Patiala.

16.4 Payment must be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS(Tax deduction at source) as per the current Income-Tax Act and / or any other Govt. orders / rules. The service provider shall be liable for taxes such as GST or any other applicable tax.

16.5 SAI NS NIS shall pay the amount as per the invoice by way of e-transfer/RTGS/NEFT through public financial management system.

17. OTHER TERMS AND CONDITIONS OF THE BID

17.1 All information / details submitted to SAI NS NIS shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.

17.2 Save as expressly authorized by SAI NS NIS in writing, the Service Provider shall not, without the prior express approval of SAI NS NIS, incur any liabilities on behalf of SAI NS NIS, pledge the credit of SAI NS NIS or make any representations or give any warranty on behalf of SAI NS NIS.

17.3 The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by SAI NS NIS, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI NS NIS and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against SAI NS NIS 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 NS NIS.

17.4 The Bidder must strictly comply with all terms and conditions herein. SAI NS NIS reserves the right to call upon any or all the Bidders to satisfy SAI NS NIS regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents / information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document / information after the submission of its Bid. Further, SAI NS NIS may call upon any or all the Bidders to make a presentation to SAI NS NIS in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or
otherwise neglects to make such presentation to SAI NS NIS shall not be considered for any further evaluation and shall stand immediately disqualified.

17.5 SAI NS NIS is under no obligation to declare the Bidder quoting the lowest Fees as the successful Bidder. The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract.

17.6 The Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of SAI NS NIS, such offices and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of work.

17.7 Privileges: The following privileges shall be extended to the Service Provider:
   a. Performance certificate to be issued by SAI NS NIS to the Service Provider upon the satisfactory discharge of its services in respect of each Phase of the project.
   b. Successful completion certificate to be issued by SAI NS NIS after completion of contract to the satisfaction of Fit India/ SAI NS NIS.

17.8 Governing Law and Jurisdiction: The RFP and the relationship between the Bidder and SAI NS NIS shall be interpreted in accordance with the laws of India. The courts of Patiala shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and SAI NS NIS.

17.9 It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. SAI NS NIS shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/bought over by another company, except with the prior written approval and terms and conditions of SAI NS NIS and subject to the condition that all the obligations and execution responsibilities under the agreement with SAI NS NIS, should be passed on for compliance by the new company in the negotiation for their transfer. Further, the Lead member cannot be changed except with prior written approval of SAI NS NIS. Any such change should be brought to the notice of SAI NS NIS within 30 days of such change. In case of non-compliance, the award/ bid process shall be terminated with immediate effect. SAI NS NIS may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach of contract, has misrepresented or becomes bankrupt or otherwise insolvent, and/or SAI NS NIS is not satisfied with the work of the Bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SAI NS NIS. However, in the event SAI NS NIS, wishes to terminate for convenience, it shall serve a notice period of 60 days to the Bidder.
17.10 The bidder must monitor and deploy sufficient manpower as defined in Scope of Work to complete the deliverables [Phase I, II, III] as per timelines mentioned in Scope of Work. However, the manpower as deployed by the Bidder, shall remain in the employment of the Bidder for all purposes and there shall be no employer-employee relationship between SAI NS NIS and personal employed by the Bidder. The relationship between SAI NS NIS and the Bidder shall be on principal basis only.

17.11 The bidder has to ensure proper deployment of resources at site during all phases and the deployment plan should be approved by the purchaser in advance.

17.12 It will be responsibility of the bidder to ensure and verify the educational qualifications and experience of the resources deployed in SAI NS NIS.

17.13 The bidder shall be responsible for ensuring timely payment to the resources deployed in the project and complying to all laws of the land including statutory liabilities while doing the same.

17.14 The bidder is required ensure the availability of Manpower as mentioned in Scope of Work of this RFP and any unauthorised absence of resources for a period of more than 1 week after requirement will attract penalties.

18. PENALTY

In case the Service Provider fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, SAI NSNIS reserves the right to impose the penalty as detailed below:-

i. 0.5% of payment for work order/agreement (for each of the phase) per day subject to maximum 20% for 40 days delays;
ii. Immediate right to cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the SAI NS NIS.
iii. The Service Provider shall be debarred from participating in such type of tender and his Performance Security may also be forfeited / invoked, if so warranted.
iv. No Penalty will be imposed for delay attributable to SAI NS NIS or reasons beyond control of the vendor.
v. The Purchaser will make payment after necessary deductions of penalty. Bidder shall follow the holiday calendar of SAI NS NIS and leaves will be deducted on pro-rata basis.
vi. For delay in service deliverables reasons not pertaining to selected bidder, the Purchaser shall take decision on extension of such timelines and levy of penalty.
vii. For service delays, reasons not pertaining to the selected bidder, the Purchaser may consider extension of the service delivery timelines. The selected bidder shall highlight the delays in writing to the Purchaser.
viii. The bidder will be responsible to provide resources with laptops enabled with required tools related to work and development environment for completing this engagement.
ix. The Bidder will immediately provide for replacement of resources in the event if SAI NS NIS is not satisfied with the resource.
19. GENERAL TERMS AND CONDITIONS OF CONTRACT

19.1 Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services / supplies to SAI NS NIS, shall invite all or any actions / sanctions, as the case may be. The decision of SAI NS NIS 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 NS NIS/SAI NS NIS RFPs in future for a period of at least three years.

19.2 SAI NS NIS 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.

19.3 SAI NS NIS 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 NS NIS.

19.4 SAI NS NIS may not award any work to the any bidder at its own discretion without assigning any reason thereof.

19.5 Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.

19.6 The decision of SAI NS NIS arrived during the various stages of the evaluation of the bids is final & binding on all bidders. Any representation towards these shall not be entertained by SAI NS NIS. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.

19.7 In case the bidder is found in-breach of any condition(s) of RFP at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.

19.8 Any attempt by bidder to bring pressure towards SAI NS NIS’s decision making process, such Bidder shall be disqualified for participation in the present RFP and those Bidders may be liable to be debarred from bidding for SAI NS NIS tenders in future for a period of three years.

19.9 Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on SAI NS NIS.

20.10 Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained. SAI NS NIS will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP. 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.
It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to barring of the bidder from all Sports Authority of India tenders/RFPs for a period of 10 (ten) years.

20.11 Bidders are requested to share information which is true and based on some tangible proofs. After the work order is issued through an RFP process, successful bidder needs to do the hardware sizing for storing the data and hosting the application (if required) during the planning stage, on the basis of that SAI NS NIS will procure & provide the required infrastructure over cloud at NIC along with the connectivity. It will be the responsibility of the bidder to host the application (if required) over the cloud to be provided by SAI NS NIS. All the responsibility lies with the bidder with respect to architecture designing & hosting the applications (if required). The bidder should provide two distinct environments for storing the data and hosting the application (if required). These environments would be known as PRODUCTION and UAT environment. Access to both these environments would be controlled and would be separate from the development environment.

20.12 The UAT environment would be mirror of the Production environment and shall be used for staging. Apart from these there should be distinct environments for development and testing. The development environment should also be cloud based and like Prod and UAT environment and should be a separate area where the development and testing related activities are carried out.

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

20.1 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 NS NIS / Purchaser.

20.2 Subsequently, Purchaser has all the rights to modify, reproduce, rewrite, redeploy and redistribute this IP as Owner and the Vendor will not have any claim, whatsoever to this software property and documents.

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

20.4 The Bidder will have to provide source code for all tested modules as well as the final approved application along with all documents required to maintain or handle the source code.
as per Software Engineering Management Practices. Handing over of the source code is essential at every stage tagged with Payment Terms.

20.5 The Bidder shall provide the source codes on Go-Live of the project. Any changes/updates in the source codes done by the Bidder as part of the deliverables of the project during the contract period shall be provided to Purchaser as and when done. At the end of the contract period, final documentation shall be provided by the selected bidder to Purchaser with all updates and modifications failing which may lead to revoking the performance security by Purchaser.

21. **HANDOVER**

21.1 The selected bidder shall prepare a handover policy which shall be approved by Purchaser.
21.2 The handover shall be done by Purchaser at the end of the contract as per the policy document and other remedial changes required if any at the end of the contract period with the approval of Purchaser.
21.3 Handover shall include all course material (soft and hard copies), video tutorials if nya and any related documents.
21.4 Non-compliance may lead to forfeit of due payments and performance security/bank guarantee, and other necessary action as may deem fit to Purchaser.

22. **REPRESENTATIONS AND WARRANTIES**

22.1 SAI NS NIS, 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.

22.2 SAI NS NIS 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.

22.3 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 NS NIS 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 NS NIS/SAI NS NIS/SAI NS NIS/SAI NS NIS's action.

22.4 The Bidder represents that no effort has been used by the Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing. Such an effort shall result in non-consideration / rejection of its Bid.

23. **INDEMNIFICATIONS AND LIABILITIES**
23.1 The bidder shall fully indemnify, hold harmless and defend MYAS/ SAI NS NIS 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:
   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 NS NIS 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.

23.2 SAI NS NIS 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 NS NIS action.

23.3 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SAI NS NIS 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 NS NIS 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.

23.4 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.

23.5 The Successful Bidder shall at all times indemnify and keep indemnified SAI NS NIS against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPR) while providing its services under the Project.

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

23.7 The Successful Bidder shall at all times indemnify and keep indemnified SAI NS NIS against and any claims by Employees in respect of wages, salaries, remuneration, compensation or the like.

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

24. TERMINATION

24.1 SAI NS NIS 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 NS NIS may provide a within 30(Thirty) day notice to cure the defect, however failure to cure the defect within 30 days or any further period as the SAI NS NIS may have subsequently approved in writing, shall render the termination of the contract;
b. In the event services of the Bidder are not satisfactory or upto the mark;
c. If the Bidder/Service Provider becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement;
d. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings

e. If the Service Provider is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement;
f. If the Service Provider submits to SAI NS NIS a false statement which has a material effect on the rights, obligations or interests of SAI NS NIS;
g. Any other reason as deemed fit by SAI NS NIS

25. FORCE MAJEURE

25.1 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.

25.2 If a Force Majeure situation arises, the Successful Bidder shall promptly notify SAI NS NIS, New Delhi in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by SAI NS NIS, 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.

25.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, SAI NS NIS may at its option terminate the contract without any financial repercussion on either side.

25.4 In case due to a Force Majeure event SAI NS NIS, Patiala is unable to fulfil its contractual commitment and responsibility, SAI NS NIS, Patiala will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

26. DISPUTE SETTLEMENT MECHANISM

26.1 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 NS NIS 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.

26.2 If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either SAI NS NIS, Patiala or the Successful Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996, as amended , the rules there under and any statutory modifications or re-enactments thereof and the award of such Arbitration Tribunal shall be enforceable in Indian courts only. In the case of a dispute or difference arising between SAI NS NIS 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 NS NIS.

26.3 Venue of Arbitration: The Sole Arbitrator shall have its seat in Patiala.

26.4 The Arbitration proceedings will be in English Language.

26.5 Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

26.6 The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of SAI NS NIS's Arbitration proceedings.

26.7 All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the High Court at Delhi/ New Delhi.

27. APPLICABLE LAW

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

28. RESERVED RIGHTS

28.1 SAI NS NIS reserves the right to;
   i. Accept/reject any of the RFP clause in full or part without assigning any reason thereof.
   ii. Revise the requirement at a later stage as and when required.
   iii. Amend, modify, relax or waive any of the conditions stipulated in the RFP wherever deemed necessary.

28.2 SAI NS NIS reserves the right to;
   i. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished from the documents submitted by the Bidder in response to this RFP or at any later stage, or in the event of any contravention by the Bidder of any condition or criterion stipulated, SAI NS NIS shall terminate or cancel the appointment / engagement of
the Bidder, and nothing shall be payable or be paid by SAI NS NIS to the Bidder as compensation/damages or penalty;

ii. SAI NS NIS will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if SAI NS NIS decides to cancel the RFP process or for any reason whatsoever.

iii. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal or costs incurred for providing any additional information required by SAI NS NIS to facilitate the evaluation process.

iv. The submission of a response to this RFP by any Bidder confirms the Bidder’s acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any).

Further, by doing so, the Bidder acknowledges that it has:

- understood and examined the extent of the Rights, scope of Work and other information made available in writing by SAI NS NIS, 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 NS NIS or any of its government partners in relation to this RFP. Any clarifications and all information will be via e-mail only to contact nispatiala@yahoo.com No queries shall be entertained by SAI NS NIS after scheduled date and time mentioned in Bid schedule of the RFP.

29. CORRUPT OR FRAUDULENT PRACTICES

29.1 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 NS NIS: -

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

ii. will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by SAI NS NIS 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.

29.2 SAI NS NIS 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."

30. CONFIDENTIALITY

30.1 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 NS NIS, 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.

30.2 The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of SAI NS NIS. 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 NS NIS. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of SAI NS NIS or its successors or assignees, including work product prepared at SAI NS NIS’s expense, for other clients of the Bidder without the prior written approval of SAI NS NIS. The Bidder is not authorized to identify SAI NS NIS as a client for the purposes of marketing or for advertising, without the prior written approval of SAI NS NIS. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on behalf of SAI NS NIS or any copies thereof to SAI NS NIS. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship with SAI NS NIS without the prior written approval of SAI NS NIS.

30.3 All information and documents that are furnished by the Bidder will be treated as strictly confidential by SAI NS NIS and shall not be disclosed by SAI NS NIS to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.
ANNEXURE 'I' | BID SUBMISSION FORM

To,
Sr Executive Director
NS NIS Patiala.

Sub: “Engagement with SAI NS NIS Patiala to Design, Develop & Deliver the syllabus and content for the subject of Professional Development at NSNIS Patiala.

Dear Sir,

1. With reference to the RFP dated _________ for the above captioned project, and clarification issued by SAI NS NIS, New Delhi thereof, I/We ____________________, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with SAI NS NIS(Sports Authority of India) to hire an agency for Design, Develop & Deliver the syllabus and content for the subject of Professional Development at NSNIS Patiala as per terms mentioned in this RFP.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of this RFP and for associating with SAI NS NIS for the aforesaid Project.

4. I/We shall make available to SAI NS NIS, Patiala any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I/We acknowledge the right of the SAI NS NIS, Patiala to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I/We agree to keep our Bid valid for acceptance for 180 (One Hundred and Eighty) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. I/ We, acknowledge and agree that SAI NS NIS shall be entitled to forfeit the EMD or performance security without out protest and demur in case of any breach of terms and conditions of RPF/Agreement by us.

7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

8. If/ we certify that we fulfil the "Fit and Proper Person” criteria as mentioned in this RFP document.

9. If/ we understand that SAI NS NIS may cancel the Selection Process at any time and that SAI NS NIS neither bound to accept any Proposal that SAI NS NIS may receive nor to select the Bidder without incurring any liability to the Bidders.

10. The undersigned is authorized to sign the documents being submitted through this RFP. (A
copy of Power of Attorney/Board Resolution is enclosed)

11. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI NS NIS, Patiala;

b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with SAI NS NIS or any other public sector enterprise or any government, Central or State; and

c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

d. None of our full-time Directors is engaged in providing services or is directly related to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
   a. They are members of a Hindu undivided family; or
   b. They are husband and wife; or
   c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)
POWER OF ATTORNEY (SAMPLE)(Note- Board resolution in case of company)

Know all men by these presents, we, ........................................... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms...........................................son/daughter/wife and presently residing at ........................................... who is presently employed with us and holding the position of .................... as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Engagement with SAI NS NIS including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing informational responses to SAI NS NIS, Patiala, representing us in all matters before SAI NS NIS, Patiala, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with SAI NS NIS, Patiala in all matters in connection with or relating to or arising out of our Proposal for SAI NS NIS Project and/or upon award thereof to us till the entering into of the Agreement with SAI NS NIS, Patiala.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our SAI NS NIS Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our SAI NS NIS Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..................... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..................... DAY OF ....................., 2020.

For .................................
(Signature, name, designation and address)
Witnesses:
1.
2.

Notarized Accepted

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

Notes:

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

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

<table>
<thead>
<tr>
<th></th>
<th>Assignment Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Type of Project</td>
</tr>
<tr>
<td>(ii)</td>
<td>Name, Contact No. &amp; email of the Purchaser Representative:</td>
</tr>
<tr>
<td>(iii)</td>
<td>Year in which Project took place</td>
</tr>
<tr>
<td>(iv)</td>
<td>Location of Project</td>
</tr>
<tr>
<td>(v)</td>
<td>Contract Value</td>
</tr>
<tr>
<td>(vi)</td>
<td>Narrative Description of the Scope of work of the assignment</td>
</tr>
<tr>
<td>(vii)</td>
<td>Status of the assignment</td>
</tr>
<tr>
<td>(viii)</td>
<td></td>
</tr>
</tbody>
</table>

**IMPORTANT:**

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

<table>
<thead>
<tr>
<th>S. NO.</th>
<th>FINANCIAL YEAR</th>
<th>ANNUAL TURNOVER (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Select any three out of four previous financial years mentioned below.</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>2016-17</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>2017-18</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>2018-19</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>2019-20</td>
<td></td>
</tr>
</tbody>
</table>

Certificate from the Statutory Auditor

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

Note:
- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder.
- In case audit of the firm is pending for the FY 2019-20 is pending, provisional accounts certified by CA may be considered. Audited accounts and Report prior to 2016-17 will not be accepted.
## ANNEXURE 'IV' | FORMAT FOR CV

<table>
<thead>
<tr>
<th>Name of Firm:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Professional:</td>
<td></td>
</tr>
<tr>
<td>Position:</td>
<td></td>
</tr>
<tr>
<td>Date of Birth:</td>
<td></td>
</tr>
<tr>
<td>Country of Citizenship/Residence:</td>
<td></td>
</tr>
</tbody>
</table>

### Education:

<table>
<thead>
<tr>
<th>Name of Institution</th>
<th>Degree Obtained</th>
<th>Year of Obtainment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Countries of work experience:

#### Employment Record

<table>
<thead>
<tr>
<th>Name of Organisation</th>
<th>Position Held</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Work Experience (Relevant): ______________________ (in years)

### Brief Write-up of overall experience:

Work Experience:

<table>
<thead>
<tr>
<th>Detailed Tasks Assigned</th>
<th>Reference to Prior Work/Assignments that Best Illustrates Work Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Assignment:</td>
<td>Year:</td>
</tr>
<tr>
<td>Client:</td>
<td>Project Details:</td>
</tr>
<tr>
<td>Main project features:</td>
<td>Position Held:</td>
</tr>
<tr>
<td>Activities performed:</td>
<td></td>
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<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

### Certification:

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

<table>
<thead>
<tr>
<th>Name of Expert</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>
ANNEXURE 'V' | INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

2. REGISTRATION

(i). Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

(ii). As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.

(iii). Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

(iv). Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /TCS InCode / eMudhra etc.), with their profile.

(v). Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

(vi). Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS

(i). Various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

(ii). Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

(iii). The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.
4. PREPARATION OF BIDS

(i) Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.

(ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

(i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(ii) The Bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.

(iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

(iv) Bidder should prepare the Bid Security as per the instruction specified in the tender document. The original should be posted/couriered/given in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

(v) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
(vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(viii) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.

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

6. **ASSISTANCE TO BIDDERS**

(i) Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

(ii) Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.
ANNEXURE 'VI' - INDICATIVE SCOPE OF WORK

NIS Patiala invites a proposal to design and develop the syllabus and content for the subject of Professional Development and deliver the main content. The content development would include classroom presentations in the form of Power Point presentations, session pre read material for trainees, assignments, ongoing assessments, content handouts for trainees and an end of semester examination. The ongoing assessments would be 30% of the total weightage, leaving 70% for the end of semester examination.

The main content in the form of lectures should be delivered by the Professional/Agency, however the workshops can be conducted by SAI NS NIS Psychologists with guidance from the agency.

**Professional Development.** This subject is being introduced as a central subject which is to be taught uniformly across all sports disciplines. A total of 36 hrs of instructions have been earmarked for this subject. The likely topics to be covered in the subject are as under: -

**Emotional Intelligence**
- The 5 tenets of EI (Daniel Goleman)
- Perceiving Emotions
- Using Emotions to Facilitate Thoughts
- Understanding Emotions
- Manage Emotions

**Communicating with Athletes**
- The 3 Dimensions of Communication
- Requisites for effective communication
- Evaluate your Communication Style
- Communication styles vis a vis Coaching Styles
- How does a Coach develop Communication Skills
- Listening Skills
- Communication and Social media

**Coaching Questions**
- The right questions to ask the athletes
- Why or How
- Examples

**Empathy**
- Empathy vs Sympathy
- Why Coaches need to have empathy

**Stress Management**
- How do Coaches handle stress in day to day environment
- Handling stress in competitive environment

**Reflective Practice**
- Meaning
- Models
- Developing Reflective practice

**Ethics**
- the moral significance of sport
- intimidation, competition, and sportsmanship gamesmanship and the moral ideal of fair play
- cheating and strategic fouling
- violence in sport
- exploitation of student athletes
- gender and racial equity in sport - Gender specific studies

Conflict Management
- Managing sports conflicts
- Managing athlete conflicts
- Managing team conflicts

However, more topics can be added or some deleted during the discussions and syllabus development.

**Target Audience:**
- Students/ Trainees in various batches/courses of NS NIS Patiala in a batch of 150 (5-6 batches)
- Knowledge Transfer & Training of trainers of NS NIS Patiala to enable them to take the course forward in later years

**Deliverables, Timelines and Required manpower:**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Deliverables</th>
<th>Timelines</th>
<th>Manpower</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase I</td>
<td>Design and Develop the course in detail as per the modules defined above. It is the responsibility of the bidder to get the final course material approved by NSNIS Patiala</td>
<td>T+45 days</td>
<td>Sufficient manpower may be deployed to complete the deliverables on time. On site deployment not mandatory.</td>
</tr>
<tr>
<td>Phase II</td>
<td>Course delivery to Students/ Trainees in various batches/courses of NS NIS Patiala in a batch of 150 (5-6 batches of 150 trainees)</td>
<td>As per Allotted dates by SAI NS NIS NSNIS</td>
<td>Lead Trainer as proposed in the bid should lead the training sessions.</td>
</tr>
<tr>
<td>Phase III</td>
<td>Course delivery, Knowledge Transfer &amp; Training of trainers of NS NIS Patiala</td>
<td>T+ 75 days</td>
<td>Lead Trainer as proposed in the bid should impart the training.</td>
</tr>
</tbody>
</table>
## ANNEXURE 'VII' | PRICE BID FORMAT

The format for uploading the price bid will be uploaded in the CPP Portal.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Components</th>
<th>Qty</th>
<th>Quote (Excl. of Tax) in INR (1)</th>
<th>Applicable Tax (GST) % (2)</th>
<th>Quote (Incl. of Tax) in INR (= Qty*[(1) +[(1)•(2)%]])</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Lumpsum Fee for Phase I</td>
<td>1</td>
<td></td>
<td></td>
<td>A1</td>
</tr>
<tr>
<td>II</td>
<td>Lumpsum Fee for Phase II For a batch of 150 Students</td>
<td>6</td>
<td></td>
<td></td>
<td>A2</td>
</tr>
<tr>
<td>III</td>
<td>Lumpsum Fee for Phase III</td>
<td>1</td>
<td></td>
<td></td>
<td>A3</td>
</tr>
<tr>
<td>TOTAL</td>
<td>(=A1 + A2 + A3 )</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

- Sf, the Financial Score will be derived from X