

Sports Authority of India
Netaji Subash National Institute of Sports, Patiala

“REQUEST FOR PROPOSAL”

(RFP)

For

Engagement of Service Provider for providing Athlete Management System

09-02002/2/2021-NCOE

Date of Publication: 06.11.2021

**Netaji Subash National Institute of Sports, Patiala,
Old Moti Bagh, Moti Bagh, Patiala, Punjab 147001**

CONTENT

DISCLAIMER	3
1. NOTICE INVITING TENDER	4
2. BID SCHEDULE & DATA SHEET	4
INSTRUCTIONS TO BIDDERS	4
3. GENERAL INSTRUCTIONS TO BIDDERS	4
4. LANGUAGE OF BID	5
5. DOCUMENTS TO BE SUBMITTED	5
6. ELIGIBILITY CRITERIA	5
7. RFP PROCESS	5
8. BID VALIDITY	6
9. BID PRICES	6
10. EARNESTMONEY DEPOSIT	6
11. BIDDERS QUERIES AND RESPONSES THERETO	6
12. SUBMISSION OF BIDS	7
13. SCRUTINY OF BIDS	8
14. EVALUATION CRITERIA	10
15. DECLARATION OF SUCCESSFUL BIDDER	10
GENERAL TERMS AND CONDITIONS OF CONTRACT	10
16. PERFORMANCE SECURITY	10
17. SCOPE OF WORK &TIMELINES OF THE PROJECT	11
18. MANPOWER REQUIREMENT	12
19. TERMS OF PAYMENT	12
20. OTHER TERMS AND CONDITIONS OF THE BID	12
21. PENALTY	14
22. TERMS AND CONDITIONS OF CONTRACT	15
23. PATENTS, COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS, SOURCE CODES	16
24. HANDOVER	16
25. REPRESENTATIONS AND WARRANTIES	16
26. INDEMNIFICATIONS AND LIABILITIES	17
27. TERMINATION	17
28. FORCE MAJEURE	18
29. DISPUTE SETTLEMENT MECHANISM	18
30. APPLICABLE LAW	19
31. RESERVED RIGHTS	19
32. CORRUPT OR FRAUDULENT PRACTICES	20
33. CONFIDENTIALITY	20
ANNEXURE 'I' TERMS OF REFERENCE FOR SERVICES (TOR)	21
ANNEXURE 'II' DOCUMENTS TO BE SUBMITTED	24
ANNEXURE 'III' ELIGIBILITY & EVALUATION CRITERIA	26
ANNEXURE 'IV' BID SUBMISSION FORM	28
ANNEXURE 'V' BID SECURING DECLARATION FORM	30
ANNEXURE 'VI' POWER OF ATTORNEY (SAMPLE)	31
ANNEXURE 'VII' ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER	32
ANNEXURE 'VIII' ANNUAL TURNOVER	33
ANNEXURE 'IX' FORMAT FOR CV	34
ANNEXURE 'X' INSTRUCTIONS FOR ONLINE BID SUBMISSION	35
ANNEXURE 'XI' PRICE BID FORMAT	37
ANNEXURE 'XII' - BANK GUARANTEE FORM FOR PERFORMANCE SECURITY	38
ANNEXURE 'XIII' - DRAFT CONTRACT AGREEMENT FORMAT	39

DISCLAIMER

1. The information contained in this Request for Proposal Document (hereinafter known as "RFP Document") or subsequently provided to Bidders in documentary form by or on behalf of Sports Authority of India (SAI) or any of their representatives, employees or advisors (collectively referred to as "Representatives"), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
2. This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities, who are qualified to submit their Proposal ("Bid"). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for SAI Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.
3. The Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.
4. The Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

1. NOTICE INVITING TENDER

Netaji Subash National Institute of Sports, Patiala (hereafter referred as “NSNIS”), the Academic Wing of the Sports Authority of India (hereafter referred as “SAI”) an autonomous organisation established by Ministry of Youth Affairs & Sports, Government of India invites Online Bids from Service Providers having sufficient experience and credentials to associate with NSNIS for implementing Athlete Management System for in house athletes and coaches in the institute. The detailed scope of work and deliverables are mentioned in [ANNEXURE ‘I’](#), Terms of Reference (TOR), of this RFP.

2. BID SCHEDULE & DATA SHEET

Date of Publication	06.11.2021
Bid document download start Date	06.11.2021
Last date and time of submission of queries for Pre-Bid Conference	15.11.2021 at 06.00 PM to patiala.eprocure@gmail.com
Virtual Pre-Bid conference	17.11.2021 at 03.00 PM Video conferencing link for online pre-bid meeting: Zoom ID: 88661401185 Passcode:12345
Bid submission end date and time	26.11.2021 at 06.00 PM
Bid Validity Period	180 days
Mode of Submission	Online
Opening of Technical Bid date and time	27.11.2021 at 02.00 PM
Opening of Financial Bids	Shall be notified later
Method of selection	L1

INSTRUCTIONS TO BIDDERS

3. GENERAL INSTRUCTIONS TO BIDDERS

- 3.1. The Bidders can download this RFP from the website: <http://sportsauthorityofindia.nic.in> & CPP Portal website: <http://eprocure.gov.in/eprocure/app>. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as specified in Clause 2 of this RFP. **Definitions and Abbreviations:** The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
- 3.2.1. “Purchaser” means the organisation purchasing services as incorporated in this document i.e., Netaji Subash National Institute of Sports, Patiala the Academic Wing of the Sports Authority of India. Any mention of SAI in this document will particularly mean, Netaji Subash National Institute of Sports, Patiala the Academic Wing of the Sports Authority of India.
- 3.2.2. “Bid” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer to offer services in accordance with the terms and conditions set out in this RFP;
- 3.2.3. “Agency”, “Firm”, “Company”, “Bidder”, “Consultant”, “Service Provider” means any registered entity or person or associations of persons who submit their proposals for providing Services in accordance with this RFP.
- 3.2.4. “Services” means services as mentioned in this document and other such obligations of the supplier covered under the contract.
- 3.2.5. Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities and tasks to be performed.
- 3.2.6. “Notification of Award” or “NOA” means the letter issued by SAI to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
- 3.2.7. “Contract” means the written agreement entered between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.

- 3.2.8. "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them.
- 3.2.9. "RFP" means this Request for Proposal issued by Sports Authority of India for the purpose as mentioned in this document.
- 3.2.10. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as interest free Security Deposit.
- 3.3. 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 X. This section also mentions the guidelines for submission of bids.

4. LANGUAGE OF BID

The Bid submitted by the Bidder and all subsequent correspondence and documents relating to the Bid exchanged between the Bidder and NSNIS, 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.

5. DOCUMENTS TO BE SUBMITTED

- 5.1. All the documents are to be mandatorily uploaded online as per the instruction for online bid submission detailed in this RFP document as detailed in Annexure II-'Documents to be Submitted'

6. QUALIFICATION CRITERIA

- 6.1. Each Bidder should qualify against all the pre-qualification/eligibility criteria as detailed in Clause 1 & 2 of Annexure III- Qualification Criteria.
- 6.2. Bids of the Bidders, who do not meet the required Qualification/Eligibility Criteria mentioned in this RFP shall be treated as non – responsive and their bid will not be considered further.

7. RFP PROCESS

- 7.1. RFP issued by NSNIS constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as per Clause 6 above) to be Service Provider (after evaluation of eligible bidders), subject to the terms of this RFP, Tender Documents and the Service Agreement.
- 7.2. 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 NSNIS of the Bidder's Bid and the execution of the Service Agreement by both NSNIS and the Bidder/Service Provider.
- 7.3. This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and NSNIS 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.
- 7.4. Upon selection of a Bidder by NSNIS, the Service Provider shall enter into a detailed contract/agreement ("**Service Agreement**") incorporating the provisions of this RFP and the successful Bid.

7.5. The term of association shall be for 12 months (01 year) from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP whichever is later. NSNIS reserves the right to renew/extend the contract in writing for a period of another 01 year at the same price as finalised in this tender.

8. BID VALIDITY

8.1. The Bid shall remain valid for acceptance for a period of 180 days (One hundred eighty days) days from the date of opening of the bids as 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.

8.2. In exceptional cases, the Bidders may be requested by NSNIS 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.

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

9. BID PRICES

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

9.2. 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.

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

9.4. 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.

10. EARNEST MONEY DEPOSIT

10.1. Bid Security/Earnest Money Deposit (EMD) has been replaced with Bid Securing Declaration as per Ministry of Finance, Department of Expenditure O.M. dated 12th November 2020.

10.2. However, all bidders are required to upload along with the technical bid, a duly signed and sealed copy of Bid Securing declaration as per Annexure V.

11. BIDDERS QUERIES AND RESPONSES THERETO

11.1. All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person on the email id: patiala.eprocure@gmail.com . The queries should necessarily be submitted on or before scheduled date and time mentioned in the following format:

To, Sports Authority of India		
BIDDER'S REQUEST FOR CLARIFICATION		
Name of Organization submitting request	Name & position of person submitting request	Full formal address of the organization including phone and email points of contact.
		Tel:

		Email:	
Sl. No.	Bidding Document Reference(s) (Clause number/page)	Content of RFP requiring clarification	Points of Clarification required.
1			
2			

11.2. A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with NSNIS in writing. NSNIS will respond in writing to such request in pre-bid conference as per the bid schedule. All enquiries should be sent to NSNIS through email only. NSNIS shall not be responsible for ensuring that Bidder's enquiries have been received by them. NSNIS will endeavour to provide a complete, accurate, and timely response to all questions to all the Bidders. However, NSNIS makes no representation or warranty as to the completeness or accuracy of any response, nor does NSNIS undertake to answer all the queries that have been posed by the Bidders. All responses given by NSNIS 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.

11.3. NSNIS will host a Pre-Bid Conference (virtual), 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. NSNIS 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 at least one hour prior to the scheduled meet.

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

11.5. Amendments to Bidding Documents:

- i. At any point of time, prior to the deadline for submission of Bids, NSNIS 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 NSNIS nsnis.org and SAI website: sportsauthorityofindia.nic.in, and CPP portal of Government of India www.eprocure.gov.in. Bidders are, therefore, advised to refer to NSNIS and SAI website and CPP portal before submitting bids.

12. SUBMISSION OF BIDS

12.1. Bids to be submitted online as per instructions in Annexure X of the RFP.

12.2. NSNIS will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.

12.3. In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for NSNIS, the Bids will be opened at the appointed time on the next working day.

12.4. 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 and Acknowledgement Letter of bid submission at CPPP website: <http://eprocure.gov.in/eprocure/app>.

12.5. 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).

- 12.6. Financial bids of the technically qualified Bidders shall be opened online at the date, time and as intimated later on CPPP e-procurement website <https://eprocare.gov.in/eprocare/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.
- 12.7. 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.
- 12.8. The Bidders are required to upload the documents as per Documents to be submitted in Clause 5 & Annexure II of this RFP.
- 12.9. Bidders shall submit 'Online Bid' only in PDF/Scanned copy. Hard Copy of Bid documents will not be accepted.
- 12.10. The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
- 12.11. Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.

13. SCRUTINY OF BIDS

The Purchaser/NSNIS will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order. Purchaser will determine the responsiveness of each Tender to the TE Document without recourse to extrinsic evidence.

- 13.1. **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 Financial/Price Bid details in a technical Bid, or technical Bids that reveal quotations, in any form; and
 - v. Non-fulfilment of the eligibility criteria or minimum required score in eligibility and/ or evaluation criteria set out in this RFP, by the Bidder.
 - vi. Any Bid that does not comply with the conditions laid down by NSNIS.
 - vii. Any other reasons deemed fit by NSNIS.
- 13.1.1.1. **Conflict of Interest Among Bidders/Agents**-A bidder shall not have conflict of interest with others bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of purchaser's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder(s) may be considered to have a conflict of interest with one or more parties in this bidding process if;
 - a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

- e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assemblies from one bidding manufacturer in more than one bid.
- f) a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid;
- g) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business.

13.2. Rejection of Financial/Price Bids -In addition to any other reasons stipulated in this RFP, financial/price Bids may be rejected under any of the following circumstances:

- i. Incomplete Bids that do not set out the Service Fee for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder.
- ii. Financial/Price Bids made through Tele fax/Telegraphic/Fax/E-mail/by post.
- iii. Bids which do not confirm unconditional validity of the bid for 180 days from date of opening of Bid.
- iv. Bids which do not conform to NSNIS bid format.
- v. Bids in respect to which the bidder does not accept NSNIS rectification of clerical/arithmetical discrepancies in the financial/price bid, if any.
- vi. Any Financial/Price Bid that does not comply with the conditions laid down by NSNIS.

13.3. Other Reasons for Rejection of Bid-In addition to any other reasons stipulated in this RFP, Bids may be rejected under any of the following circumstances:

- i. Bids in which the Bidder seeks to influence the NSNIS bid evaluation, bid comparison or contract award decisions.
- ii. In view of two bid systems, NSNIS 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 Financial/Price bid.

13.4. Minor infirmity/irregularity/Non-conformity

If during the preliminary examination, the purchaser finds any minor infirmity and/ or irregularity and/ or non-conformity in a tender, the purchaser may reject or may convey its observation on such 'minor' issues to the bidder by email/ registered / speed post etc. asking the bidder to response by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

13.5. Discrepancies in Prices

- 13.5.1. 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.
- 13.5.2. If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly
- 13.5.3. If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected.
- 13.5.4. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 13.5.5. If, as per the judgment of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by email/ registered/speed

post. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

- 13.5.6. 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.

14. EVALUATION CRITERIA

- 14.1.** A Bidder must comply all criteria as defined in Clause 1 and 2 of Annexure III, Qualification Criteria to be considered as Responsive during Technical Evaluation. Only Bids of Bidders who are found Responsive during Technical Evaluation proceed to opening of Financial/Price bid.
- 14.2.** The Bid of the Technically Responsive Bidder who submits the lowest Financial/Price bid (overall price) will be rated as the 'Best Bid' and will be declared as the successful Bidder.
- 14.3.** Further, in the event that one or more Bidders with the same Overall Price value the bid from the bidder with the highest average turnover in the last 03 financial years ending March-2021, will be rated as the 'Best Bid'.
- 14.4.** In case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid, NSNIS reserves the right to waive the same. If a Bid is not Substantially Responsive, it will be rejected by NSNIS.

15. DECLARATION OF SUCCESSFUL BIDDER

- 15.1.** Prior to the expiration of the validity period for the Bid, NSNIS notify the successful Bidder in writing by Notification of Award that its Bid has been accepted. NSNIS will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and NSNIS 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.
- 15.2.** The failure of NSNIS 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 NSNIS may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals.
- 15.3.** Upon the successful signing of the Service Agreement by the Bidder and NSNIS, and the Service Provider furnishing the Performance Security, NSNIS will promptly notify the name of the winning Bidder to each unsuccessful Bidder and refund their respective Earnest Money Deposits (if, any).
- 15.4.** Term of the Service Agreement: The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.

GENERAL TERMS AND CONDITIONS OF CONTRACT

16. PERFORMANCE SECURITY

- 16.1.** In order to ensure the due performance of the awarded contract, the Service Provider/Successful Bidder shall, within 15 (fifteen) days of entering into the Service Agreement with NSNIS, furnish an irrevocable bank guarantee for an amount of 03% of the

accepted value of the contract (“Performance Security”) failing which an amount of 0.1% penalty per day of the contracted amount will be levied on the Bidder. Penalty is for specified period not exceeding further seven days and in case failure continues, the contract may be terminated by NSNIS, entitling NSNIS to enforce other remedies as may be available to NSNIS.

- 16.2.** The Performance Security in the form of Bank Guarantee or other valid formats like Fixed Deposit/Demand Draft/ NEFT Transfer shall be drawn from any Commercial Bank drawn in the favour of below account details, payable at Patiala and is to be deposited in the office at Sr Executive Director(A) NS NIS, Old Moti Bagh, Patiala-147001 and/or intimated to the office through mail.

SPORTS AUTHORITY OF INDIA (MAIN)
STATE BANK OF INDIA
Account No: 55012350828
IFSC No. SBIN0050198

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

- 16.3.** 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 NSNIS. It may require revalidation from time to time as the case may be.
- 16.4.** 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 NSNIS.
- 16.5.** In the event of any 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 NSNIS, 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 NSNIS..

17. SCOPE OF WORK &TIMELINES OF THE PROJECT

- 17.1.** NSNIS intends to create profiles for all its athletes, coaches and other staff in the athlete management system (AMS). The no. of required profiles may evolve over time. The addition and deletion of Profiles will be done on Pro-rata Basis for the remainder of the contract period. The detailed scope of work during the period is mentioned in Annexure I, however, exact timeline will be discussed and finalized during contract signing. The 12 months support for AMS will start from the date of successful installation and deployment of AMS at the centre and creation of profiles and required Customisation.
- 17.2.** The term of association shall be for 12 months (01 year) from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP whichever is later. NSNIS reserves the right to renew/extend the contract in writing for a period of another 01 year at the same price as finalised in this tender.
- 17.3.** At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the profiles/services mentioned in Annexure I (rounded off to next whole number) without any change in the unit quoted price and other terms & conditions quoted by the bidder.
- 17.4.** If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of services (rounded off to next whole number) without any change in the unit price (applicable on pro rata basis) and other terms & conditions mentioned in the contract during the currency of the contract.

18. CUSTOMER SUPPORT

- 18.1. Bidder shall provide 24*7 Customer support required services as defined in Annexure I.
- 18.2. Bidder shall submit a defined hierarchy and escalation structure for requirements like customisation, report generations etc. that is required as part of the project.
- 18.3. During the project period, there will be a monthly review regarding the support required, at least one member from the bidder should be present..

19. TERMS OF PAYMENT

- 19.1. The payment will be made as mentioned below, after satisfactory completion and acceptance of the required services as defined below. The invoices should be submitted along with satisfactory completion certificate from concerned authorities.

Payment Schedule	Milestone/ Deliverables
• 60% of the Contract Value	After successful installation and deployment of AMS at the centre. Creation of profiles and required Customisation for each sport.
• 30% of the Contract Value	After Completion of Support of first 06 months.
• 10% of the Contract Value	After Completion of Support of remaining 06 months or after completing handover.

- 19.2. Time and quality shall be the essence of the contract. The addition and deletion of Personnel will be done on Pro-rata Basis for the remainder of the contract period and invoices should be raised after adjusting the same.
- 19.3. Any delay incurred from the part of service provider against the above defined timelines will not be considered for payment by the purchaser. Such payments will attract penalty as per Clause 21. In no circumstance, any payment excess to the contractual obligation will be made to the service provider.
- 19.4. Service Provider should furnish details of the location from where they are going to raise their Bills / Invoices to NSNIS.
- 19.5. Service Provider must raise their Bills / Invoices in the name of NSNIS. Bills will be processed only after receipt of confirmation of satisfactory performance/completion certificate from the concerned authorities regarding each quarter/phase.
- 19.6. 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.
- 19.7. NSNIS will pay the amount as per the invoice by way of e-transfer/RTGS/NEFT through public financial management system, subject to satisfactory work and other parameters as may be defined by NSNIS.
- 19.8. Service Provider has to take all overhead costs into consideration while submitting the bid.

20. OTHER TERMS AND CONDITIONS OF THE BID

- 20.1. All information / details submitted to NSNIS shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.
- 20.2. Save as expressly authorized by NSNIS in writing, the Service Provider shall not, without the prior express approval of NSNIS, incur any liabilities on behalf of NSNIS, pledge the credit of NSNIS or make any representations or give any warranty on behalf of NSNIS.

- 20.3.** The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by NSNIS, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between NSNIS and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against NSNIS 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 NSNIS.
- 20.4.** The Bidder must strictly comply with all terms and conditions herein .NSNIS reserves the right to call upon any or all the Bidders to satisfy NSNIS 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, NSNIS may call upon any or all the Bidders to make a presentation to NSNIS 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 NSNIS shall not be considered for any further evaluation and shall stand immediately disqualified.
- 20.5.** The service provider may subcontract part of the Services to an extent and with such firms/Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the service provider shall retain full responsibility for the Services.
- 20.6.** NSNIS 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 as defined in Clause 14 of this document.
- 20.7.** The service provider shall maintain and provide, at its own expense and to the reasonable satisfaction of NSNIS, such offices and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of work.
- 20.8.** Privileges: The following privileges shall be extended to the Service Provider:
- a. Performance certificate to be issued by NSNIS 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 NSNIS after completion of contract to the satisfaction of NSNIS.
- 20.9.** Governing Law and Jurisdiction: The RFP and the relationship between the Bidder and NSNIS shall be interpreted in accordance with the laws of India. The courts at Patiala shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and NSNIS.
- 20.10.** 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. NSNIS 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 service provider cannot be taken over/bought over by another company, except with the prior written approval and terms and conditions of NSNIS and subject to the condition that all the obligations and execution responsibilities under the agreement with NSNIS, 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 NSNIS. Any such change should be brought to the notice of NSNIS within 30 days of such change. In case of non-compliance, the award/ bid process shall be terminated with immediate effect. NSNIS 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 NSNIS 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 NSNIS. However, in the event NSNIS, wishes to terminate for convenience, it shall serve a notice period of 30 days to the Bidder, without any cost and/or liability.

- 20.11.** The service provider must monitor and provide sufficient skilled manpower to complete the deliverables as per timelines mentioned in Scope of Work. However, the manpower as provided by the Bidder, shall remain in the employment of the Bidder for all purposes and there shall be no employer-employee relationship between NSNIS and personal employed by the Bidder. The relationship between NSNIS and the Bidder shall be on principal basis only.
- 20.12.** The service provider has to ensure proper provision of resources at site during all phases and such plan should be approved by the purchaser in advance.
- 20.13.** It will be responsibility of the service provider to ensure and verify the educational qualifications and experience of the resources provided to NSNIS.
- 20.14.** The service provider 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. Service Provider shall be required to adhere to statutory requirements as per the labour laws & abide by the Minimum Wages Act and other related laws, failing which, necessary action will be initiated against the Service provider. However, 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

21. PENALTY

- 21.1.** NSNIS reserves the right to impose the penalty, subject to a maximum of 10% of amount payable, in case the Service Provider fails to commence/execute the work as stipulated in the Service Level Agreement(s) defined in [Annexure I](#) or does not meet the statutory requirements of the contract.
- 21.2.** If no compliance continues beyond what is stipulated in 21.1 above NSNIS reserves the right to :
 - i. Cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the NSNIS.
 - ii. 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.
- 21.3.** No Penalty will be imposed for delay attributable to NSNIS for reasons which fall within the definition of Force Majeure as per [clause 28](#) of this RFP.
- 21.4.** The Purchaser will make payment after necessary deductions of penalty. Bidder shall follow the holiday calendar of NSNIS and leaves will be deducted on pro-rata basis, if the resources are proposed to be deployed on site as per deployment plan.
- 21.5.** 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. However, in the event NSNIS considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.

- 21.6.** 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.

22. TERMS AND CONDITIONS OF CONTRACT

- 22.1.** Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services / supplies to NSNIS, shall invite all or any actions / sanctions, as the case maybe. The decision of NSNIS 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 NSNIS /NSNIS RFPs in future for a period of at least three years.
- 22.2.** NSNIS 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.
- 22.3.** NSNIS 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 NSNIS.
- 22.4.** NSNIS may not award any work to the any bidder at its own discretion without assigning any reason thereof.
- 22.5.** Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 22.6.** The decision of NSNIS 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 NSNIS. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.
- 22.7.** 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.
- 22.8.** In case of any attempt by the bidder to use pressure on NSNIS's decision making process, such Bidder(s) shall be disqualified from participation in the present RFP and those Bidders may be liable to be debarred from bidding for NSNIS's tenders in future for a period of three years.
- 22.9.** Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on NSNIS.
- 22.10.** 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. NSNIS will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.
- 22.11.** Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document, shall be short-listed for further evaluation.
- 22.12.** It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to barring of the bidder from all Sports Authority of India tenders/RFPs for a period of maximum three () years.
- 22.13.** Bidders are requested to share information which is true and based on some tangible proofs.

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

- 23.1.** 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 NSNIS/Purchaser.
- 23.2.** 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 NSNIS/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.
- 23.3.** 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.
- 23.4.** The Bidder agrees and acknowledges that all Intellectual Property Rights of work created by the Bidder in pursuance to this RFP/Tender Documents shall stand vested in favour of NSNIS for all purposes.

24. HANDOVER

- 24.1.** The selected bidder shall prepare a handover policy which shall be approved by Purchaser.
- 24.2.** 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.
- 24.3.** Handover shall include all course material (soft and hard copies), video tutorials if any and any related documents.
- 24.4.** Non-compliance may lead to forfeit of due payments and performance security/bank guarantee, and other necessary action as may deem fit to Purchaser.

25. REPRESENTATIONS AND WARRANTIES

- 25.1.** NSNIS, 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.
- 25.2.** NSNIS 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.
- 25.3.** 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 NSNIS 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 and/or blacklisting etc. Without incurring any liability to the affected bidder(s) on the ground of NSNIS/SAI/MYAS's action.

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

26. INDEMNIFICATIONS AND LIABILITIES

- 26.1.** The bidder shall fully indemnify, hold harmless and defend MYAS/ SAI/ 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 of Intellectual Property Rights, which arise out of or relate to:
- i. any breach of any representation or warranty of the bidder contained in the RFP,
 - ii. any breach or violation of any covenant or other obligation or duty of the bidder under this RFP. NSNIS 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.
- 26.2.** NSNIS 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 NSNIS action.
- 26.3.** 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 NSNIS or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and NSNIS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.
- 26.4.** The Successful Bidder shall at all times indemnify and keep indemnified NSNIS against all claims/third party claims/damages etc. For any infringement of Intellectual Property Rights (IPR) while providing its services under the Project.
- 26.5.** The Successful Bidder shall at all times indemnify and keep indemnified NSNIS 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.
- 26.6.** The Successful Bidder shall at all times indemnify and keep indemnified NSNIS against and any claims by Employees in respect of wages, salaries, remuneration, compensation or the like.
- 26.7.** All claims regarding indemnity shall survive the termination or expiry of the Contract.

27. TERMINATION

- 27.1.** NSNIS may terminate the Service Agreement by serving written notice:

- a. Immediately in case the Bidder/Service Provider is in breach or fails to rectify the breach in the performance of its obligations hereunder. NSNIS may provide a notice to the Bidder to cure the defect within 30 (thirty) days, however failure to cure such defect within 30 days or within any further period as the NSNIS may have subsequently approved in writing, shall render the termination of the contract;

- b. In the event services of the Bidder are not satisfactory or up to the mark;
- 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 NSNIS a false statement which has a material effect on the rights, obligations or interests of NSNIS;
- g. Any other reason as deemed fit by NSNIS

27.2. The Service provider may terminate the Service Agreement by giving a written notice of not less than sixty (60) days to NSNIS.

27.3. Payment upon Termination: Upon termination of Service Agreement, NSNIS shall make the proportionate payment for services satisfactorily performed by the Service Provider prior to the effective date of termination.

28. FORCE MAJEURE

28.1. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics 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.

28.2. If a Force Majeure situation arises, the Successful Bidder shall promptly notify NSNIS, Patiala in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by NSNIS, Patiala in writing, the Successful Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

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

29. DISPUTE SETTLEMENT MECHANISM

29.1. 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. NSNIS and the Successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

29.2. If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either NSNIS, 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 NSNIS and a

Successful Bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. 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 NSNIS.

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

29.4. The Arbitration proceedings will be in English Language.

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

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

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

30. APPLICABLE LAW

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

31. RESERVED RIGHTS

31.1. NSNIS reserves the right to;

- i. Accept/reject any of the RFP clause in full or part without assigning any reason thereof.
- ii. Revise the requirement at a later stage as and when required.
- iii. Amend, modify, relax or waive/delete any of the conditions/ scope of work stipulated in the RFP wherever deemed necessary, even after award of work.

31.2. NSNIS 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, NSNIS shall terminate or cancel the appointment / engagement of the Bidder, and nothing shall be payable or be paid by NSNIS to the Bidder as compensation/damages or penalty;
- ii. NSNIS will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if NSNIS 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 NSNIS 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 NSNIS, 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 NSNIS or any of its government partners in relation to this RFP. Any clarifications and all information will be via e-mail only to patiala.eprocure@gmail.com. No queries shall be entertained by NSNIS after scheduled date and time mentioned in Bid schedule of the RFP.

32. CORRUPT OR FRAUDULENT PRACTICES

- 32.1.** 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, NSNIS: -
- 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;
 - Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by NSNIS 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.
- 32.2.** NSNIS 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.”

33. CONFIDENTIALITY

- 33.1.** 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 NSNIS, 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.
- 33.2.** The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of NSNIS. 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 NSNIS. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of NSNIS or its successors or assignees, including work product prepared at NSNIS's expense, for other clients of the Bidder without the prior written approval of NSNIS. The Bidder is not authorized to identify NSNIS as a client for the purposes of marketing or for advertising, without the prior written approval of NSNIS. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on behalf of NSNIS or any copies thereof to NSNIS. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship with NSNIS without the prior written approval of NSNIS.
- 33.3.** All information and documents that are furnished by the Bidder will be treated as strictly confidential by NSNIS and shall not be disclosed by NSNIS 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' | TERMS OF REFERENCE FOR SERVICES (TOR)

1. General

1.1 The Sports Authority of India, New Delhi (SAI) is an apex National Sports body set up in 1984 by the Ministry of Youth Affairs and Sports of Government of India for the development of sport in India. SAI also undertakes various promotional schemes at national level with the objective of promotion of Sports, Games and Fitness. Netaji Subash National Institute of Sports, Patiala (hereafter referred as "NSNIS"), the Academic Wing of SAI. The Institute has enormous facilities for academic programmes & sports training and 10 hostels for the comfortable stay of the students, national players, and coaches. NSNIS also functions as a National Centre of Excellence (NCOE) and accommodates more than 500 athletes across various disciplines like Athletics, Cycling, Fencing, Hockey(G), Judo and Weightlifting along with their coaches. It also houses the support facilities and sports science laboratories required in these disciplines to help the athlete excel in the disciplines.

1.2 Through this RFP, NSNIS invites Online Bids from Service Providers having sufficient experience and credentials to associate with NSNIS, Patiala for implementing Athlete Management System (AMS) for in house athletes and coaches in the institute.

2. Aims and objectives of Setting up an AMS

2.1. The aim is to implement Athlete Management System for all in house athletes and coaches of NSNIS and hence enable :

2.1.1. Use of IT tools available in AMS to achieve high performance target set from the athlete. The

2.1.2. AMS will act as a facilitator to manage athlete training, testing, injury management etc.

2.1.3. customizable dashboard for Coaches/Staff and the ability to make new-innovative dashboards as per the need of the Coaches/Staff.

2.1.4. Visualise Date and Generate deep & meaningful reports to assess performance of individual athletes or a sport.

3. Generic Details about required AMS

No. of Athletes (Approx.)	200
Types of Profiles	Administration, Athletes, Coaches, scientific support staff, medical team etc.
Required Modules	As per Clause 4 below
Customer Support	24*7 hours support

4. Scope of Services

4.1. The detailed and mandatory features required as part of the AMS are as below:
Compliance to these features will be evaluated for technical Compliance. Non Compliance to any of the below pints will lead to Non responsiveness of the bid.

Sr No	Component	Criteria
1	Features	Scalability: adding more features/athletes/scientific staff without compromising quality of software Integration Capabilities: Ability of the AMS to integrate with various equipment and technologies that might be used by the staff for seamless integration of data to save time.

		<p>Data consolidation and integration</p> <p>Data Visualization & Customization capabilities: Option of having customisable dashboard for Coaches/Staff and the ability to make new-innovative dashboards as per the need of the Coaches/Staff</p> <p>Analytical Capability: Ability to generate deep and meaningful reports to assess performance of individual athletes or a sport</p> <p>Alerts and notifications: Ability to set up flags and notifications as per the demands of the Coaches/Staff.</p> <p>Multi-disciplinary approach: integration of various sports science disciplines and coaches for information sharing</p> <p>Expert Technical Support 24x7</p> <p>Key aspects covered for each sports science discipline: Ability to provide depth of services and data collection opportunities for various disciplines</p> <p>Speed of use/operation</p>
2	Modules	<ul style="list-style-type: none"> • Training and rehab program • Training load and monitoring, • Injury tracking and management, • Player profile View, • Custom Reports (covid-19 screening etc) • Custom Form builder, • wellness tracking module, • sleep monitoring, • Registration module for different role, • API Integration modules, • Offline data capturing
3	Data Capturing	Platform to support offline data capturing to ensure that situations of internet disconnection, data can be logged which can later sync-in once the connection gets restored.
5	Platforms	System should have Web based support on iOS, windows as well as mobile applications AMS Platform must have an easy-to-use mobile App as a part of their system for windows, android, and iOS.
4	Installation/ commission	The overall installation and commissioning of system.
5	Training of trainer	Supplier should provide hours of training to master trainer.

5. Service Level Agreement (SLA)

S No,	Performance Criteria	Definitions	Period	Target	Penalty
1	Implementation Time	Time required for implement and deploying AMS with required customisation	One time	20 days from the receipt of Notification of Award	0.5% of the payable contract value per day.
2	Request Handle Time (RHT)	Request handling time, (This is the amount of time during a request	On going	1 day	0.5% of the payable contract value per day.

S No,	Performance Criteria	Definitions	Period	Target	Penalty
		for customisation/ report generation/ rectification of errors etc. should be resolved. The time will be counted from the time of official communication.			

6. Obligations of NS NIS Patiala

- NSNIS will provide basic details of athletes to create profiles. Similarly, the data for other profiles creation will be provided as and when need arises.
- NSNIS will provide disciplines details for which AMS will have to configure themselves to provide best user experience.
- NSNIS will provide local support person to raise issues to support team of vendor.

ANNEXURE 'II' | DOCUMENTS TO BE SUBMITTED

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

Sl. No.	Criteria	Document to be submitted online
1.	Bid Securing Declaration	Scanned copy of Signed and Stamped Bid Securing Declaration Form as per Annexure V .
2.	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per Annexure IV .
3.	Authorized Signatory	Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents. OR Signed and scanned copy of Board resolution in favour of Authorized signatory of the bidder. (Sample Attached at Annexure VI)
4.	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
5.	Qualification Criteria Documents	As Mentioned in Clause 1 of Annexure III.
a	Legal Entity	1. Copy of Certificate of Incorporation, Partnership Deed etc... 2. Copy of Registration Certificates with the GST & IT(PAN) Authorities.
b	Turnover and Positive Net worth	Certificate by Statutory Auditor/ Chartered Accountant stating turnover and net positive worth in required financial years as per Annexure VIII .
c	Relevant Experience	Annexure VII along with Work Order + Completion Certificates/ payment proof from client /certification from a Chartered Accountant certifying the claim required for each project
d	Fit and Proper Person	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory, as per conditions mentioned in Annexure III .
e	Credentials of Proposed AMS	1. Certificate of association from the respective teams / Work Order from the teams with which AMS vendor working as per annexure XIV . 2. Screenshots of the database showing number of athletes and number of different disciplines AMS working with. Proof of purchase needs to be attached of the same. 3. Submission of the satisfactory performance report from the clients.
5.	Availability of 24*7 support escalation matrix	Submission of Escalation Matrix and 24*7 technical support team.
6.	Data privacy and security	Required relevant Certification
7.	Existing Mobile App	Details about existing Mobile App.
8.	API integration	Brochure containing details of devices/ equipment support AMS providing in API integration should be submitted along with the
9.	Technical Compliance of	Detailed writeup should be submitted along

Sl. No.	Criteria	Document to be submitted online
	Proposed System	with the proposal in pdf format and if necessary and if the situation permits the service provider shall be asked to formally present the same through online medium or in person.
10.	Financial Bid	As per format at Annexure XI, Price Bid Format. To be uploaded only in the Price Bid Section of CPP Portal.

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 reserves its right to demand for original documents as and when required. Nonproduction of original documents shall be considered as a material deviation and may render the cancellation of bid followed by consequences such as forfeiture for Bid amount/Performance security at the discretion of SAI.

ANNEXURE 'III' | QUALIFICATION CRITERIA

1. EXPERIENCE OF THE BIDDER

S. No.	Parameter	Criteria
1.	Status of Bidder	Bidder Should be the developer of the Athlete Management System (AMS) or should be duly authorised by the developer for implementation of the system. (Documentation in this regard needs to be submitted)
2.	Legal Entity	1. Bidder should be a registered legal entity recognised under the legal statute of the country including any Company, Partnership firms/LLP/Proprietorship firm for more than 2 years from the date of opening of bid. 2. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status
3.	Turnover	The bidder should have an average annual turnover of at least INR 10 lacs. over last three financial years ending FY 2020-21. Note: In case audit of the firm is pending for the FY 2020-21, provisional accounts certified by CA will be considered. In case of non-availability of provisional accounts, annual turnover of 2017-18 will be accepted for evaluation. Audited accounts and Report prior to 2017-18 will not be accepted
4.	Credential of Proposed AMS	1. The proposed AMS must have associated with minimum 1 international and 1 national level team. 2. The proposed AMS must have handled minimum 2000 athletes across at least 10 different sports (Athletics, Cycling, Fencing, Hockey, Judo, weightlifting will be preferred).
5.	Fit and Proper Person	Bidder should be Fit and Proper person as per the criteria defined in this RFP document

Conditions for Fit and Proper Person:

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

- a. 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;

- Current or previous banning of the Bidder or its respective directors, partners, executives or key managerial personnel by the governing body of any sport from involvement in the administration of or any form of participation in such sport, for any reason;
- Default by The Bidder or any of its or their respective directors, partners, executives or key managerial personnel of any of its obligations to a financial institution or has defaulted on any of its obligations to a financial institution in the last 3 (three) financial years;
- The Bidder should have no conflict of interest of any known kind for participating and completing the contractual obligations of this RFP and declares to ensure Code of Integrity in Public Procurement (CIPP) at all stages of this procurement.
- The bidder should not have been blacklisted/ barred by any State/Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government for breach of Contractual Conditions as on bid calling date.

Note: Documentation required against each criterion is detailed in Annexure II, Clause 4.

2. REQUIREMENT OF THE ATHLETE MANAGEMENT SYSTEM (AMS)

S. No.	Component	Description
1.	Data privacy and security	Proposed AMS should have latest 2048-bit SSL encryption certification
2.	Existing Mobile App	AMS must have an easy-to-use mobile App as a part of their system for windows, android, and iOS.
3.	API Integration	System should support at least 20+ devices integration which are famous and widely used in the sports industry supporting their software integrations. The AMS should also have facility for integration with Data Visualization and analysis tools like Tableau, Microsoft BI etc
4.	Technical Compliance of Proposed System	The proposed system will be evaluated for compliance against all requirements mentioned at all requirements in Annexure I Point 4.1.

ANNEXURE 'IV' | BID SUBMISSION FORM

To,
Sports Authority of India.

Sub: "Selection of Service Provider for implementing Athlete Management System (AMS)."

Dear Sir,

1. With reference to the RFP dated _____ for the above captioned project, and clarification issued by NSNIS, Patiala thereof, I/We _____, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with NSNIS Patiala as Service Provider for implementing Athlete Management System (AMS) 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 NSNIS for the aforesaid Project.
4. I/We shall make available to NSNIS, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the NSNIS, 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 from the date of Bid opening 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 NSNIS 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 RFP/Agreement by us.
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/we certify that we fulfil the "Fit and Proper Person" criteria as mentioned in this RFP document and declare that we have no conflict of interest of any known kind for participating and completing the contractual obligations of this RFP
9. I/we understand that NSNIS may cancel the Selection Process at any time and that NSNIS neither bound to accept any Proposal that NSNIS 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 NSNIS.
- 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 NSNIS 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 and declare to ensure Code of Integrity in Public Procurement (CIPP) at all stages of this procurement.

- d. None of our full-time Directors 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)

ANNEXURE 'V' | BID SECURING DECLARATION FORM

Date: _____

Tender No. _____

To

Netaji Subhas National Institute of Sports
Old Moti Bagh,
Patiala 147001.

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions as below:

- a) withdraws/modifies/amends the submitted bid against this tender, impairs or derogates from the tender, during the period of bid validity specified in this tender.; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) fail or refuse to execute the contract, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the terms of this tender document.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder or upon

- (i) the receipt of your notification of the name of the successful Bidder and submission of required Performance Security, in accordance with the terms of this tender document; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of: (insert legal capacity of person signing the Bid Securing Declaration)
Dated on _____ day of (insert date of signing)

Corporate Seal (where appropriate)

ANNEXURE 'VI' | POWER OF ATTORNEY (SAMPLE)

(Note- Board resolution in case of company)

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

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

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

For
(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

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

Notes:

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

ANNEXURE 'VII' | 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.

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

IMPORTANT:

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

S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)
Select any three out of four previous financial years mentioned below.		
1.	2017-18	
2.	2018-19	
3.	2019-20	
4.	2020-2021	
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 2020-21 is pending, provisional accounts certified by CA may be considered. Audited accounts and Report prior to 2017-18 will not be accepted.

ANNEXURE 'IX' | FORMAT FOR CV

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

Education:

Name of Institution	Degree Obtained	Year of Obtainment

Countries of work experience:

Employment Record

Name of Organisation	Position Held	Duration

Total Work Experience (Relevant): (in years)

Brief Write-up of overall experience:

Work Experience:

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

Certification:

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

Name of Expert/ Personnel

Signature

Date

Endorsement of HR Department/Head of Academic Department

ANNEXURE 'X' | INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

2. REGISTRATION

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

3. SEARCHING FOR TENDER DOCUMENTS

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

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.

ANNEXURE 'XI' | PRICE BID FORMAT

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

Sl. No.	Description	Qty.	Rate (Excl. of Tax) in INR	Applicable Tax (GST) %	Total Quote (Incl. of Tax) in INR
			1	2	(= Qty* [(1) + [(1) *(2) %]])
I	Operational Charges				
1	Lump sum cost per athlete/coach for installation and implementation of Athlete Management System (AMS) as per Annexure I of this RFP.	200			A1

- * Taxes will be applicable as per existing government norms.
- * Bidder should consider all overhead costs while quoting.
- * The indicated number of 200 is an estimated figure and will be used for arriving at a total Quote for Comparison of received bids and the order will be placed as per actual requirement as per terms of the RFP.

ANNEXURE 'XII' |- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

_____ ,

_____ .

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no _____ dated _____ for (description of services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee from a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to ----- days beyond the date of expiry of contract period as per RFP.

(Signature with date of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

.....

.....

.....

Seal, name & address of the Bank and address of the Branch

ANNEXURE 'XIII' |- DRAFT CONTRACT AGREEMENT FORMAT

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No. _____ dated _____

1. Name & address of the Contractor: _____
2. NSNIS's Bidding Document/RFP No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the NSNIS.
3. Contractor's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the Contractor and the NSNIS in connection with this Bid.
4. In addition to this Contract Agreement Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Terms and Conditions of Contract as mentioned in above RFP
 - (ii) Scope of Services as mentioned in Terms of Reference of the RFP
 - (iii) Other Terms and Conditions of the RFP and Bid.
 - (iv) Bid Form furnished by the Contractor
 - (v) Price Schedule(s) furnished by the Contractor in its Bid and Finalised Price.
 - (vi) NSNIS's Notification of Award
5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) Brief particulars of services which shall be performed/ provided by the contractor are as under:

Schedule No.	Brief description of services	Total Charges	Period of contract	Total contract value

Taxes, if any _____

Total value (in figure) _____ (In words) _____

- (ii) Period of contract:
- (iii) Details of Performance Security:
- (iv) Payment terms:

**(Signature, name, and address
of the NSNIS's authorised official)**
For and on behalf of _____

Received and accepted this contract

(Signature, name, and address of the contractor's executive
duly authorised to sign on behalf of the contractor)

For and on behalf of _____

(Name and address of the Contractor)

(Seal of the Contractor)

Date: _____

Place: _____

ANNEXURE 'XIV' | Certificate of Association (SAMPLE)

(to be issued by the international/national teams associated with bidding firm)

It is to certify that _____ (name of the AMS) athlete management system is associated with (name of Firm and address of the registered office) since _____. They are providing services to _____ number of athletes/profiles for last _____ (months/year).

(Signature, name, and address of the Team's/Company's executive duly authorised to sign on behalf of the Team/Company)

(Seal of the Company/Team)

Date: _____

Place: _____