

Netaji Subhas National Institute of Sports, Patiala

“REQUEST FOR PROPOSAL”

(RFP)

For

**Design and Conduct of Course Diploma in Sports Performance Analysis for
Netaji Subhas National Institute of Sports, Patiala, NS NIS, Patiala**

RFP Ref. No. SAI/NSNIS/Dip. Perfo. Analysis/2022-23

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**Netaji Subhas National Institute of Sports
Old Moti Bagh, Patiala -147001,
Punjab-INDIA**

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DISCLAIMER

1. The information contained in this Request for Proposal Document (hereinafter known as "RFP Document") or subsequently provided to Bidders whether verbally or in documentary form by or on behalf of NSNIS Patiala or any of their representatives, employees or advisors (collectively referred to as "Representatives"), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
2. This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities, who are qualified to submit their Proposal ("Bid"). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information which the bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for 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.
5. The Representatives make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution for 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, completeness or reliability 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 for participation in this Bid Stage.
6. The Representatives also accepts no liability of any nature whether resulting from negligence or otherwise whatsoever arising from reliance of any Bidder upon the statements contained in this RFP.
7. The issue of this RFP does not imply that the Representatives are bound to select a Bidder or to appoint the Selected Bidder or Consultant, as the case may be, for the Project and the **NSNIS Patiala reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.**
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Representatives or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the NSNIS Patiala shall not be liable in any manner whatsoever for the same or for any

other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Section 1 - Letter of Invitation

[Dear Bidder,]

Sir/Madam,

1. NS NIS Patiala, the academic wing of the Sports Authority of India, (hereinafter called NSNIS) set up by Ministry of Youth Affairs & Sports, Government of India invites online Bids to Design and Conduct Course **Diploma in Sports Performance Analysis. Bidders are invited to submit their firm proposal in two bid system (Part I : Technical Bid and Part II : Financial bid) as per the attached RFP document.** The detailed scope of work and deliverables are mentioned in ANNEXURE 'I', Terms of Reference for Knowledge Partners (TOR), of this RFP.

2. The technical and financial bids, in the prescribed formats and other documents as per the RFP should be submitted online or e-mail id directornsnis@gmail.com by the specified date and time as listed in the Bid schedule and data sheet. The documents should be password protected and the password is to be shared only during the bid opening process.

3. The selection of the final knowledge partners for the course or other requirements as listed would be carried out on a QCBS system (Quality and Cost Based Selection) wherein 70% weightage will be given to the technical evaluation and 30 % to financial bids.

4. Documents are to be submitted as laid down in Annexure , and it may be noted that all documents need to be submitted afresh even if these were submitted with the EOI as per the requirement of this RFP.

Yours sincerely,

Sr. Executive Director
NSNIS Patiala

SECTION 2

1. BID SCHEDULE & DATA SHEET

Date of Publication	09.09.2022
Bid document download start Date	09.09.2022
Last date and time of submission of queries for Pre-Bid Conference	19.09.2022 to directornsnis@gmail.com
Virtual Pre-Bid conference	21.09.2022 at 4.00 PM Video conferencing link for online pre-bid meeting shall be communicated through corrigendum.
Bid submission end date and time	30.09.2022
Bid Validity Period	21 days
Mode of Submission	Online
Opening of Technical Bid date and time	03.10.2022 at 04 PM
Presentation by the bidders	06.10.2022 (timings to be communicated)
Opening of Financial Bids	Shall be notified later
Method of selection	QCBS

2. INSTRUCTIONS TO BIDDERS

- a. The Bidders can download this RFP from the website: www.nsnis.org. and or CPP portal Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in [Section 2](#) of this RFP.

1.2 Definitions and Abbreviations: The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

- a) "Purchaser" means the organisation purchasing services as incorporated in this document i.e., NS NIS Patiala
- b) "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to render services in accordance with the terms and conditions set out in this RFP;
- c) "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.
- d) "Services" means services as mentioned in this document and other such obligations of the supplier covered under the contract.
- e) Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities and tasks to be performed.

- f) "Notification of Award" or "NOA" means the letter issued by NSNIS, Patiala 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.
- g) "Contract" means the written agreement entered between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexures etc., therein.
- h) "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them.
- i) "RFP" means this Request for Proposal issued by NS NIS Patiala for the purpose as mentioned in this document.
- j) "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. 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 Patiala , shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

4. DOCUMENTS TO BE SUBMITTED

- a. The Bids from the Applicant should be in English and should consist of the requisite documents and are to be submitted in password protected compressed folders online or at directornsnis@gmail.com .The password of the bids shall not be mentioned anywhere in the email. The password shall be required on the date of opening of Proposal.
- b. Documents to be submitted :
 - a. Services being quoted for Curriculum (as per [Annexure II](#))
 - b. Work Deployment Plan duly signed
 - c. Letter of proposal (Bid Submission Form as [per Annexure IV](#))
 - d. A declaration regarding acceptance of all terms and conditions of this RFP and subsequent amendments/corrigendum duly signed
 - e. Bid securing declaration form as per [Annexure V](#) to be submitted instead of EMD
 - f. Detailed project report (DPR) and Inception report
 - g. Financial bid as per prescribed format

5. ELIGIBILITY CRITERIA

5.1 This RFP is floated for the participation by universities / association / academic collaborators imparting education at the undergraduate and post graduate and above level in the courses of sports sciences.

6. RFP PROCESS

- a. RFP issued by NSNIS Patiala constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as per [Section 5](#) above) to be Service Provider (after evaluation of eligible bidders), subject to the terms of this RFP, Tender Documents and the Service Agreement.

- b. This RFP is no more than a request for proposal, and it does not intend or 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 Patiala of the Bidder's Bid and the execution of the Service Agreement by both NSNIS Patiala and the Bidder/Service Provider.
- c. 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 Patiala 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.
- d. Upon selection of a Bidder by NSNIS Patiala , the Service Provider shall enter into a detailed contract/agreement ("**Service Agreement**") incorporating the provisions of this RFP and the successful Bid.
- e. The term of association shall be for 1 year from the date of execution of contract/agreement, (excluding the interim period between submission of DPR and implementation of project) or until completion of all contractual obligations as per RFP whichever is later.

7. BID VALIDITY

- a. The Bid shall remain valid for acceptance for a period of 60 days (Sixty days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same.
- b. In exceptional cases, the Bidders may be requested by NSNIS Patiala 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.
- c. 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 Patiala, the Bid validity shall automatically be extended up to the next working day.

8. BID PRICES

- a. The Bidder providing services can quote only in local currency.
- b. The Bidder shall indicate in the Price Schedule all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required.
- c. If any firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- d. 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.

9. EARNEST MONEY DEPOSIT

- a. Bid Security / Earnest Money Deposit (EMD) has been replaced with Bid Securing Declaration.

- b. 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.](#)

10. BIDDERS QUERIES AND RESPONSES THERETO

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

To, NS NIS			
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) (section number/page)	Content of RFP requiring clarification	Points of Clarification required.
1			
2			

- b. A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with NSNIS Patiala in writing. NSNIS Patiala will respond in writing to such requests in a pre-bid conference as per the bid schedule. All enquiries should be sent to NSNIS Patiala through email only. NSNIS Patiala shall not be responsible for ensuring that Bidder's enquiries have been received by them. NSNIS Patiala will endeavour to provide a complete, accurate, and timely response to all questions to all the Bidders. However, NSNIS Patiala makes no representation or warranty as to the completeness or accuracy of any response, nor does NSNIS Patiala undertake to answer all the queries that have been posed by the Bidders. All responses given by NSNIS Patiala will be distributed/ mailed to all the Bidders or posted on the online portal/website. Bidders should regularly visit the portal for any updates/corrigendum.
- c. NSNIS Patiala 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 Patiala shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The link shall be provided to the Bidders one hour prior to the scheduled meet.

- d. Within a reasonable time period from the Pre-Bid Conference, NSNIS Patiala will issue responses to all of the bidders' written queries, together with any other revised documents (if required).
- e. Amendments to Bidding Documents:
 - i. At any point of time, prior to the deadline for submission of Bids, NSNIS Patiala 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 Patiala website: www.nsnis.org, and CPP portal of Government of India www.eprocure.gov.in. Bidders are, therefore, advised to refer to the NSNIS Patiala website and CPP portal before submitting bids.

11. SUBMISSION OF BIDS

- A. The bids from the bidder should be in English and should consist of the documents stated below in [Annexure IV](#) and are to be submitted in password protected compressed folders at directornsnis@gmail.com
- B. The password of the bid document Proposal shall not be mentioned anywhere in the email.
- C. The password shall be required on the date of opening of Proposal which shall be communicated separately by the Applicants via email only
- D. Late Bids: Bids received after the specified date and time of receipt of the Bid as mentioned in the Bid schedule mentioned in Section 2 of the RFP shall **neither be entertained nor considered**.
- E. The Bidders are required to upload the documents as per Documents to be submitted in [section 4](#) of this RFP.
- F. Bidders shall submit only in PDF/Scanned copy. Hard Copy of Bid documents will not be accepted
- G. The Bids submitted must be without any overwriting, interlineations, interpolation corrections, double typing, etc.
- H. Bidders must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.

12. SCRUTINY OF BIDS

The Purchaser/NSNIS Patiala 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.

- a. **Rejection 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. Any Bid that does not comply with the conditions laid down by NSNIS Patiala
- vi. Any other reasons deemed fit by NSNIS, Patiala
- vii. In addition to any other reasons stipulated in this RFP, Financial/Price Bids may be rejected under any of the following circumstances:
- viii. 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.
- ix. Bids which do not confirm unconditional validity of the bid for 180 days from the date of opening of Bid.
- x. Bids which do not conform to NSNIS Patiala bid format.
- xi. Bids in respect to which the bidder does not accept NSNIS Patiala rectification of clerical/arithmetic discrepancies in the financial/price bid, if any.
- xii. Any Financial/Price Bid that does not comply with the conditions laid down by NSNIS Patiala

b. 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 Patiala bid evaluation, bid comparison or contract award decisions.
- ii. In view of two bid systems, NSNIS Patiala 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.

c. 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 (directornsnis@gmail.com)** asking the bidder to respond 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.

d. Discrepancies in Prices

- i. 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.
- ii. 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
- iii. 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, and
- iv. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- v. 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. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

- vi. 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.

13. EVALUATION CRITERIA

- a. The Bids will be evaluated based on the QCBS method as mentioned in GFR 2017 (192) and the evaluation criteria is mentioned in the [Annexure III](#)

13.1 The Contract shall be awarded to the responsive Bidder(s) **who is score wise highest (combined score, 70% Technical + 30% Financial)** and who meets the laid down Qualification Criteria in the Bid documents.

13.2 The Purchaser reserves the right to give the **score** as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids. The Bidders claiming the same should enclose the concerned Notification of Govt. of India along with other relevant documents so as to establish their claim for such preferences.

14. DECLARATION OF SUCCESSFUL BIDDER

- a. Prior to the expiration of the validity period for the Bid, NSNIS Patiala shall notify the successful Bidder in writing by Notification of Award that its Bid has been accepted. NSNIS Patiala will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and NSNIS Patiala 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.
- b. The failure of NSNIS Patiala 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 Patiala 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.
- c. Upon the successful signing of the Service Agreement by the Bidder and NSNIS Patiala, and the Service Provider furnishing the Performance Security, NSNIS Patiala will promptly notify the name of the winning Bidder to each unsuccessful Bidder.
- d. Term of the Service Agreement: The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.

15. PERFORMANCE SECURITY

- a. In order to ensure the due performance of the awarded contract, the Service Provider, furnish an irrevocable bank guarantee for an amount of 03% (as per latest Office Memorandum No. F.9/4/2020-PPD Government of India Ministry of Finance Department of Expenditure Procurement Policy Division) 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 a specified period not exceeding further seven days and in case failure continues, the contract may be

terminated by NSNIS Patiala , besides other remedies as may be available to NSNIS Patiala .

- b. 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 New Delhi and is to be deposited in the office at Netaji Subhas National Institute of Sports, State Bank of India ,
 - i. **Bank: State Bank of India**
 - ii. **Branch Name: NIS Patiala**
 - iii. **Account Number: 55012350828**
 - iv. **IFSC Number: SBIN0050198**

The format for performance security of submitted in the form of Bank guarantee is attached at [Annexure IX](#).

- c. The Performance Security shall be valid for a **period of 60 days (sixty days)** from the date of expiry of all contractual obligations. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by NSNIS Patiala . It may require revalidation from time to time as the case may be.
- d. 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 Patiala .
- e. 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 Patiala , 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, Patiala .

16. SCOPE OF WORK & TIMELINES OF THE PROJECT

16.1 The successful bidder will design the curriculum in collaboration with NSNIS as per the global standards of sports coaching and exercise science education. The course for which curriculum may be designed is as follows:

- a) Diploma in Sports Performance Analysis (One Year, Two Semesters)

16.2 The successful bidder will develop the course structure along with processes and timelines for imparting the courses.

16.3 The successful bidder will conduct training of faculty members and other trainers as required.

16.4 The successful bidder will create an assessment mechanism and train the faculty members in conducting candidates' assessment.

16.5 The successful bidder may jointly certify candidates who pass the courses completing all deliverables by the way of awarding dual degrees or certifications.

16.6 The successful bidder will facilitate faculty and student exchange programmes between themselves and NSNIS Patiala for durations as required and mutually agreed.

16.7 The successful bidder will facilitate NSNIS Patiala in conducting research in technical, tactical and skill development aspects of coaching and training of athletes.

17. TERMS OF PAYMENT

- a. The payment will be made as per the deliverables ([attached at Annexure XI](#)) which will be duly verified by the Competent Authority at purchaser's end.
- b. Invoices may be raised after successful completion of each semester and after verification of the report submitted by the knowledge partner.
- c. On completion of each semester Knowledge Partner has to obtain a performance certificate or satisfactory certificate from SAI for clearance of the payment.
- d. In the event NSNIS Patiala proposes any changes/clarifications/improvement in DPR (detailed project report), the same shall be done at no additional cost to NSNIS Patiala
- e. Time and quality shall be the essence of the contract.
- f. Any delay incurred from the part of the service provider against the above defined timelines will not be considered for payment by the purchaser. Such payments will attract penalties as per [section 21](#). In no circumstance, any payment excess to the contractual obligation will be made to the service provider.
- g. The Service Provider should furnish details of the location from where they are going to raise their Bills / Invoices to NSNIS Patiala
- h. The Service Provider must raise their Bills / Invoices in the name of NSNIS Patiala along with completion certificate from the concerned authorities regarding each phase.
- i. 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.
- j. NSNIS Patiala will pay the amount as per the invoice by way of e-transfer/RTGS/NEFT through the public financial management system, subject to satisfactory work and other parameters as may be defined by NSNIS Patiala.
- k. Service Provider has to take all overhead costs into consideration while submitting the bid.

18. OTHER TERMS AND CONDITIONS OF THE BID

- a. All information / details submitted to NSNIS Patiala shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.
- b. Save as expressly authorized by NSNIS Patiala in writing, the Knowledge Partner shall not, without the prior express approval of SAI, incur any liability on behalf of NSNIS Patiala, pledge the credit of NSNIS Patiala or make any representation or give any warranty on behalf of NSNIS Patiala.
- c. The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by NSNIS Patiala, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between NSNIS Patiala and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against NSNIS Patiala 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, Patiala.
- d. The Bidder must strictly comply with all terms and conditions herein. NSNIS, Patiala reserves the right to call upon any or all the Bidders to satisfy NSNIS, Patiala 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, Patiala may call upon any or all the Bidders to make a presentation to NSNIS, Patiala 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, Patiala shall not be considered for any further evaluation and shall stand immediately disqualified.

- e. NSNIS Patiala is under no obligation to declare the Bidder quoting the lowest Fee score 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 [section 14](#) of this document.
- f. The Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of NSNIS Patiala , such offices and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of work.
- g. Privileges: The following privileges shall be extended to the Successful bidder:
 - a. Performance certificate to be issued by NSNIS Patiala to the Successful bidder upon the satisfactory discharge of its services in respect of each semester of the project.
 - b. Successful completion certificate to be issued by NSNIS Patiala after completion of contract to the satisfaction of NSNIS Patiala .
- h. Governing Law and Jurisdiction: The RFP and the relationship between the Bidder and NSNIS Patiala shall be interpreted in accordance with the laws of India. The courts of Punjab shall have exclusive jurisdiction over any dispute arising in relation to the RFP and/or the relationship between the Bidder and NSNIS Patiala .
- i. 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 Patiala shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/bought over by another company, except with the prior written approval and terms and conditions of NSNIS Patiala and subject to the condition that all the obligations and execution responsibilities under the agreement with NSNIS Patiala , 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 Patiala . Any such change should be brought to the notice of SAI within 30 days of such change. In case of non-compliance, the award/ bid process shall be terminated with immediate effect. NSNIS Patiala 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 Patiala 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, Patiala . However, in the event NSNIS Patiala wishes to terminate for convenience, it shall serve a notice period of 30 days to the Bidder, without any cost and/or liability.

- j. The bidder must monitor and deploy sufficient skilled manpower to complete the deliverables as per timelines mentioned in Scope of Work. However, the manpower as deployed by the Bidder, shall remain in the employment of the Bidder for all purposes

19. PENALTY

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

- i. 0.5% of payment for work order/agreement per week ([annexure XI](#)) subject to a maximum 10% for the project.
- ii. Immediate right to cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the NSNIS Patiala.
- iii. The Service Provider shall be debarred from participating in such type of tender and his Performance Security may also be forfeited / invoked, if so warranted.
- iv. No Penalty will be imposed for delay attributable to NSNIS Patiala, or reasons which fall within the definition of Force Majeure as per [section 26](#) of this RFP.
- v. The Purchaser will make payment after necessary deductions of penalty. Bidders shall follow the holiday calendar of NSNIS, Patiala and leaves will be deducted on a pro-rata basis, if the resources are proposed to be deployed on site as per deployment plan.
- vi. For delay in service deliverables reasons not pertaining to selected bidder, the Purchaser shall take decision on extension of such timelines and levy of penalty. However, in the event NSNIS, Patiala considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.
- vii. For service delays, reasons not pertaining to the selected bidder, the Purchaser may consider extension of the service delivery timelines. The selected bidder shall highlight the delays in writing to the Purchaser.

20. GENERAL TERMS AND CONDITIONS OF CONTRACT

- a. Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services / supplies to NSNIS Patiala , shall invite all or any actions / sanctions, as the case may be. The decision of SAI arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to put pressure of any kind, may disqualify the bidder for the present RFP and the bidder may also be liable to be debarred from bidding for NSNIS Patiala RFPs in future for a period of at least three years.
- b. NSNIS Patiala reserves the right to modify and amend any of the stipulated conditions/criterion given in this RFP, depending upon project priorities vis-à-vis urgent commitments.
- c. NSNIS Patiala 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 Patiala
- d. NSNIS Patiala may not award any work to any bidder at its own discretion without assigning any reason thereof.
- e. Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.

- f. The decision of NSNIS Patiala 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 Patiala . Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.
- g. 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.
- h. Any attempt by bidder to bring pressure towards NSNIS, Patiala's decision making process, such Bidder shall be disqualified for participation in the present RFP and those Bidders may be liable to be debarred from bidding for NSNIS, Patiala tenders in future for a period of three years.
- i. Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on NSNIS, Patiala.
- j. Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/incorrect, their total bid shall summarily be rejected and no correspondence on the same, shall be entertained. NSNIS, Patiala will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.
- k. 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.
- l. 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 NSNIS Patiala tenders/RFPs for a period of 10 (ten) years.
- m. Bidders are requested to share information which is true and based on tangible proofs.

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

- a. 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 remain with both the parties i.e. the purchaser and the service provider.
- b. 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, Patiala /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.
- c. The Bidder agrees and acknowledges that all Intellectual Property Rights of work created by the Bidder in pursuance to this RFP/Tender Documents shall remain with both the parties i.e. the purchaser and the service provider.

22. HANDOVER

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

23. REPRESENTATIONS AND WARRANTIES

- a. NSNIS Patiala , 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 for 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.
- b. NSNIS Patiala 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.
- c. The Bidder represents that all the information provided is 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 Patiala 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 Patiala / MYAS's action.
- d. 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.

24. INDEMNIFICATIONS AND LIABILITIES

- a. The bidder shall fully indemnify, hold harmless and defend MYAS / NSNIS Patiala 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 Patiala accepts no liability of any nature whether resulting

from negligence or otherwise, however arising from reliance of any Bidder upon the statements contained in this RFP.

- b. NSNIS Patiala 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 Patiala action.
- c. 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 Patiala 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 Patiala 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.
- d. Both parties shall indemnify, defend and hold each other harmless of any and all claims, losses and/or damages of whatever kind and nature arising from, out of or in connection with this contract, including but not limited to resonable attorney's fees incurred in defending from any and all such claims.
- e. All claims regarding indemnity shall survive the termination or expiry of the Contract.

25. TERMINATION

- a. NSNIS Patiala may terminate the Service Agreement by serving written notice:
 - a. Immediately in case the Bidder/Service Provider is in breach or fails to remedy breach in the performance of its obligations hereunder. NSNIS Patiala may provide a within 30 (Thirty) days notice to cure the defect, however failure to cure the defect within 30 days or any within further period as the NSNIS Patiala 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, Patiala a false statement which has a material effect on the rights, obligations or interests of NSNIS, Patiala;
 - g. Any other reason as deemed fit by NSNIS, Patiala

26. FORCE MAJEURE

- a. For purposes of this section, "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.

- b. If a Force Majeure situation arises, the Successful Bidder shall promptly notify NSNIS Patiala, or SAI New Delhi in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by NSNIS Patiala, or SAI New Delhi in writing, the Successful Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- c. 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 Patiala may at its option terminate the contract without any financial repercussions on either side.
- d. 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 taken on similar lines described in above sub-paragraphs.

27. DISPUTE SETTLEMENT MECHANISM

- a. 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 Patiala 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.
- b. 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 Patiala 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 Patiala.
- c. Venue of Arbitration: The Sole Arbitrator shall as per mutual consent
- d. The Arbitration proceedings will be in English Language.
- e. 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.
- f. 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 both the parties
- g. All matters connected with this shall be mutually decided and settled, if need arises

28. APPLICABLE LAW

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

29. RESERVED RIGHTS

- a. NSNIS Patiala reserves the right to;
 - i. 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 with mutual consent
- b. 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 Patiala shall terminate or cancel the appointment / engagement of the Bidder, and nothing shall be payable or be paid by NSNIS Patiala to the Bidder as compensation/damages or penalty;
- c. NSNIS Patiala will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if NSNIS Patiala decides to cancel the RFP process or for any reason whatsoever.
- d. 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 Patiala to facilitate the evaluation process.
- e. 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, Patiala, 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 Patiala or any of its government partners in relation to this RFP. Any clarifications and all information will be via email only to directornsnis@gmail.com No query shall be entertained by NSNIS Patiala after the scheduled date and time mentioned in Bid schedule of the RFP.

30. CORRUPT OR FRAUDULENT PRACTICES

- a. 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 Patiala: -
 - i. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
 - ii. Will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by NSNIS Patiala 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.

- b. NSNIS Patiala 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.”

31. CONFIDENTIALITY

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

1. Description of Assignment

- 1.1. **Design and Conduct of Course:** NSNIS Patiala aims at building a strong academic foundation by introducing the 1 year Diploma in Sports Performance Analysis.

Towards this requirement the **successful bidder** is required to design the Diploma course programme that provides underpinning knowledge and skills required to build in-country capacity in **Sports Performance Analysis** and help NSNIS Patiala in the development and conduct of Diploma in Sports Performance Analysis (One Year, Two Semesters)

Liability: The successful bidder is liable to design, develop, deliver and support assessment of the course along with NSNIS and collaboration to determine frameworks of best practice.

Successful bidder will be required to conduct non-credit workshop/seminar/ any academic activity and provide certificate to the attendees in the area of Sports Performance Analysis

2. Scope of Work

Design, develop, deliver and support assessment for one year Diploma in Sports Performance analysis

2.1. Background

2.1.1. Netaji Subhas National Institute of Sports (NSNIS Patiala), which is the academic wing of the Sports Authority of India, has been set up by the Government of India, Ministry of Youth Affairs & Sports to enhance the coaching education both in sports specific and sports science disciplines in India. With an objective of providing sports academic programmes at par with International Coaching Education Framework, the NSNIS Patiala offers unique & effective courses in sports and allied fields. Being one of its kinds, this premier coaching centre of India aims to successfully deliver a healthy mix of both practical and theoretical technologies needed for the science of coaching.

2.1.2. NSNIS Patiala has been conducting the Diploma and Certificate courses in sports coaching since the early 1960s. More than 600 Coaches receives Diploma in Sports Coaching every year and around 3000 coaches undergo Certificate & other Coaching Courses. Under the aegis of the NSNIS Patiala, the Coaching and Sports Science education is to be further strengthened and new courses to support the growing demand from the sports environment are to be launched. NSNIS Patiala aims at building a stronger academic foundation by introducing new and effective programmes/courses in Coach Education and Development.

2.1.3. The institute also operates as a National Centre of Excellence (NCOEs) for training elite athletes at its state-of-the-art facilities. NS NIS Patiala is highly regarded for providing athletes with high quality sports science support focused on elite competition performance.

2.1.4. The campus of the Institute provides world class training facilities to the Coaches and athletes. The infrastructure includes two state of the art outdoor synthetic tracks, multiple halls for various sports, world-class gymnasiums, an all-weather indoor pool, an outdoor pool with diving facilities, hockey synthetic ground and numerous other smaller facilities. The institute provides living facilities for almost 2000 athletes and trainees with state-of-the-art kitchens and recreational facilities.

2.1.5. During its almost 60 years of existence, **20,400 Coaches have passed out with the Diploma in Sports Coaching**. In addition to the Patiala Campus, the institute also runs two other campuses at Bangalore and Kolkata from Sports Authority of India's centres. These centres boast of International standard infrastructure and are training venues for many National Teams preparing for the Olympics and other International events. NIS Patiala has also trained almost 37000 entry-level Coaches in the 6-week certificate program. Besides over 200 Coaches have also earned their Master's degree in Sports Coaching from the institute.

2.2. NSNIS proposes to start the new course under the Coach Development Program:

"Diploma in Sports Performance Analysis (One Year, Two Semesters)"

2.3. **The scope of work for the course is listed below:**

- 1) Design and develop the course structure for a one year Diploma in Sports Performance analysis. Preparation of the Course Outline, designing of course curriculum, course schedule including online and on-campus delivery,
- 2) Preparation of Course Modules with appropriate credit structure, module objectives and learning outcomes, module description and its structuring in the semester system. (as per University Grants Commission, UGC - India)
- 3) Preparation of Content and delivery methodology for each module, student handouts and recommended readings.
- 4) Support designing assessment plan for each module for both the semesters
- 5) Man power allocation for successfully delivering the course.
- 6) Sports Performance Analysis Course descriptors are as below:
 - a) Minimum credits : 60
 - b) Minimum modules: 08-10 (including internship and project)
 - c) Hybrid teaching: 60:40 (online : offline)

3. **Reports and Documents to be Submitted**

3.1. Inception Report -

The report is to be submitted within **One weeks** from the award of contract/signing of MoU. It shall cover the following major aspects:

- 3.1.1. Detailed methodology to meet the requirements of the **TOR** finalised in consultation with the NSNIS Patiala Staff; including scheduling of various sub-activities to be carried out for completion of various stages of the work; stating out clearly their approach & methodology for the Course after due understanding of the entire project and collection/ collation of necessary information.
 - 3.1.2. Task Assignment and Manpower / Schedule for the course.
 - 3.1.3. Work programme / schedules (**format for the same**)
- 3.2. **Detailed Project Report (DPR)** - This document will be the all-encompassing document giving full details of the course requirement on all the items of scope of work as [listed at para 2.3](#) and is to be submitted within 15 days of the award of contract/signing of MoU. **The successful bidder is free to include any other relevant information which will further provide better information and strengthen the designing, delivery and supporting assessment aspect of the course.**

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](#).

S. No.	Criteria	Document to be submitted online (all documents to be signed by a regular employee (on payroll of the institution/association) of the institutions the Director / Head of School /Department / Authorised Institutional Representative)
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.	Technical Documents	
a	Details of similar course being conducted at the partner University / Institute OR If a structured course is not there, is there any paper on the subject of performance analysis that is being taught in some other courses in the University/Institute. If so then details to be provided.	
b	Quality of Manpower for the Proposed Courses	<ul style="list-style-type: none"> ● CVs as per format at Annexure VII. ● The Bid documents should include identified faculty for delivering the course (online and offline)
c	Presentation	<ul style="list-style-type: none"> ● Describe scope of work with timelines ● Distribution of hybrid delivery ● Syllabus with modules ● Pedagogy, support assessment ● Learning outcomes ● Faculty scheduling (delivery platform, videos analysis software, etc.) ● Any other additional facilities
4.	Financial Bid	As per Required Format only in the Price Bid Section.
5	Authorized Signatory	Authorised signatory of Bidding Documents by Head of school / institution / Association
6.	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.

Note:

Wherever applicable, the above documents shall be used for evaluation purposes 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. Bidders should make sure that all the pages should be numbered, and an index should be attached as the 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. NSNIS Patiala reserves its right to demand for original documents as and when required. Non-production 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 NSNIS Patiala.

ANNEXURE 'III' | ELIGIBILITY & EVALUATION CRITERIA

S. No.	Evaluation Criteria	Marking Criteria	Max. Marks
1	Conducting the sports performance analysis course at their respective universities (supported by docs: Approval letter of the course by the university council. authority)	<p>Level:</p> <ul style="list-style-type: none"> ● Master degree ● Diploma ● Certificate <p>or</p> <ul style="list-style-type: none"> ● Number of courses in UG/PG program (per course in case master's degree/diploma/certificate not conducted) <p>(Only in Sports Performance Analysis)</p>	30
2	Presentation	<ul style="list-style-type: none"> ● Describe scope of work with timelines ● Distribution of hybrid delivery ● Syllabus with modules ● Pedagogy, support assessment ● Learning outcomes ● Faculty scheduling (delivery platform, videos analysis software, etc.) ● Any other additional facilities 	70

The Contract shall be awarded to the responsive Bidder(s) **who is score-wise highest (combined score, 70% Technical + 30% Financial)** and who meets the laid down Qualification Criteria in the Bid documents.

Note: Documentation required against each criterion is detailed in [Section 4](#).

ANNEXURE 'IV' | BID SUBMISSION FORM

To,
Sr. Executive Director,
SAI NSNIS Patiala

Sub: "Selection of Consultant for Design, Develop, Deliver, Support Assessment, and Conduct of Course in Diploma in Sports Performance Analysis

Dear Sir,

1. With reference to the RFP dated _____ for the above-captioned project, and clarification issued by SAI, New Delhi thereof, I/We _____, having examined all the relevant documents and understood their contents, hereby submit our Proposal for Engagement with SAI NS NIS as Consultant for Design and Conduct of Course in Diploma in Sports Performance Analysis as per terms mentioned in this RFP.
2. All the information provided in the Proposal and in the Appendixes is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of this RFP and for associating with SAI NSNIS for the aforesaid Project.
4. I/We shall make available to SAI, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the SAI, to reject our application with mutual consent
6. I/We agree to keep our Bid valid for acceptance for 180 (One Hundred and Eighty) days or for a subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. I/ We, acknowledge and agree that SAI NS NIS shall be entitled to forfeit the EMD of 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.
9. I/we understand that SAI NSNIS may cancel the Selection Process at any time and that SAI NSNIS is neither bound to accept any Proposal that SAI 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.
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/organisation/institution/association would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

- a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI 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 SAI NSNIS or any other public sector enterprise or any Government, Central or State;

- c. I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. None of our full-time Directors is engaged in providing services or is directly related to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
 - a. They are members of a Hindu undivided family; or
 - b. They are husband and wife; or
 - c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

(Signature, name and designation of the authorized signatory)
(Name and seal of the Bidder)

ANNEXURE 'V' | BID SECURING DECLARATION FORM

Date: _____

Tender

No.

To

Sr. Executive Director
Netaji Subhas National Institute of Sports,
Old Moti bagh, Patiala

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)

Authorized signatory / with Seal (where appropriate)

ANNEXURE 'VI' | POWER OF ATTORNEY (SAMPLE)

(Note- Board resolution in case of company / University Representative)

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

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 PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2020.

For
(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized Accepted

.....
(Signature, name, designation and address of the Head of school / Institution)

with seal

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' | FORMAT FOR CV

Name of the Institution/school:	
Name of Faculty:	
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 the School / Institution	Position Held	Duration (in months)

Total Work Experience (Relevant): (in years)

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 'VIII' | PRICE BID FORMAT

The bidder has to quote for the course mentioned below: (Batch strength upto 20)

Course Name: Diploma in Sports Performance Analysis (one year, two semesters)

Diploma in Sports Performance Analysis (one year, two semesters) will have the features as described in the RFP in the Scope.

- The financial Bid will be inclusive of travel expenses. The medical insurance will not be given by NSNIS. Teaching Aids for the course to be arranged by the faculty itself.
- Accommodation (3 star) shall be provided within the campus.
- The infrastructure set up for the classroom will be provided by NSNIS.

Any further clarifications will be cleared in the pre-bid meeting.

S. No.	Heads	Cost and Currency
1	<p>Design, Develop, Deliver, Support Assessment, and course content for Diploma in Sports Performance Analysis in collaboration with NSNIS, Patiala as per the global standards of Performance Analysis in Sports. (essential parameters required for the course will be considered for the financial bid)</p> <ul style="list-style-type: none">• Number of Credits =60 (min. required)• Hours of Delivery• Mode of Delivery= Hybrid (for 1 year, 2 semesters) (percentage break up of Hybrid delivery (Online 60%, Off Line 40%))• Delivery of Course Material for the entire course:• E-content, Video / online lectures, relevant study material etc. <p>(consolidated amount will be considered for the financial bid)</p>	

***Notes: 1 credit = 1 hour of teaching - theory per week
1 credit = 2 hours of teaching practical per week**

***Taxes will be applicable as per existing government norms.**

***Bidders should consider all overhead costs while quoting.**
***The cost should be all inclusive as per the scope of work**

ANNEXURE 'IX' |- 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) (hereinafter 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 the 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 'X' | - 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. SAI's Bidding Document/RFP No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the SAI NSNIS.
3. Contractor's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the Contractor and the SAI 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;
 - (vi) SAI'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 SAI'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 XI: DELIVERABLES AND TIMELINES

S. No.	Phase	Deliverables	Timeline	Payment
Phase -1				
1.1		Signing of contract		10%
1.2		Detailed Project Report (DPR)	15 days from the date of contract	
1.3		Syllabus (Design and Develop) for 60 credits	21 days from the date of DPR submission	60%
1.4		Content Creation Based on the Syllabus Modules (E-content: handout and pdf) for Semester 1	30 days from the date of contract	
1.5		Deliver Course (Blended Mode) and support Assessment for Semester 1	First Semester as scheduled	
1.6		Completion of the Semester 1		
	Phase 2			
2.1		Content Creation Based on the Syllabus Modules (E-content: handout and pdf) for Semester 2	prior to the beginning of the semester 2	30%
2.2		Deliver Course (Blended Mode) and support Assessment for Semester 2		
2.3		Completion of the Semester 2		