

## SPORTS AUTHORITY OF INDIA

# SCANNING AND DIGITIZATION OF OLD RECORDS IN DFMS OF ACCOUNTS SECTION, SAI NS NIS PATIALA

## REQUEST FOR PROPOSAL(RFP)

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## DIGITIAIZATION AND SCANNING

## OF OLD RECORDS IN DFMS OF ACCOUNTS SECTION, SAI NS NIS PATIALA

RFP Ref: 09-08/282/2023-NS NIS Patiala-Accounts Division

Date of Publication:-19.07.2023

Sports Authority of India (SAI) NS NIS PATIALA, PUNJAB

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#### 1) INTRODUCTION

SAI NS NIS Patiala (Sports Authority of India, Netaji Subhas National Institute of Sports, Patiala) invites eligible and qualified firms to submit proposals for the scanning and digitization of old records in the Document File Management Solution software (DFMS). The primary objective of this project is to preserve and efficiently manage the existing physical records by converting them into a digital format using state-of-the-art technology and techniques. The digitized records will be stored in a systematic and organized manner, allowing for easy search, retrieval, and long-term preservation.

The project encompasses a comprehensive range of tasks, including scanning, quality enhancement, cropping, and indexing of the existing records. The records consist of approximately 535,740 pages, which may vary in size, including custom- sized pages. The documents to be digitized have a lifespan of up to 12 years, and it is crucial to ensure their accurate representation and integrity during the digitization process.

The selected firm will be responsible for employing the best Document File Management Solution software (DFMS) for scanning and digitization purposes. The software should offer advanced features and functionalities that facilitate efficient indexing, categorization, and retrieval of the digitized records. The solution should also provide options for quality enhancement, including image cleaning, cropping, and resolution optimization, to ensure the digitized records are of the highest standard.

Emphasizing quality and accuracy, the firm should employ skilled professionals and utilize appropriate tools and techniques to ensure the integrity and readability of the digitized records. The resulting digital files should accurately reproduce the original documents, maintaining their visual and textual content, as well as any relevant annotations, stamps, or other important elements.

It is essential for the firm to adhere to international standards and best practices for document digitization and management. The digitized records should be easily searchable, allowing users to retrieve specific documents or information quickly and efficiently. The firm should also consider long-term preservation requirements and ensure the digital files are stored securely and can be accessed and utilized for an extended period without compromising their quality or accessibility.

SAI NS NIS Patiala expects interested firms to demonstrate their expertise, experience, and capability to successfully execute this project. The firm should possess a proven track record in similar digitization projects, showcasing their ability to handle a substantial volume of documents while maintaining highquality standards. Additionally, the firm should have a comprehensive understanding of data privacy and security protocols, ensuring the confidentiality and protection of the digitized records.

This tender document provides detailed information on the scope of work, technical requirements, eligibility criteria, tender process, evaluation criteria, and other important details. Interested firms are encouraged to review the document thoroughly and submit their proposals in accordance with the specified guidelines and timelines.

SAI NS NIS Patiala looks forward to receiving competitive and innovative proposals from eligible firms that can deliver efficient and reliable scanning and digitization services, ensuring the preservation and accessibility of the institution's valuable records.

Sr.no	Type of page	No. of pages(Estimated Pages)
1	A2 to LegalSize,Custom sizes	478140
2	PBR page 1.25*1.50(feet)	9600
3	CASHBOOK (FSSIZE)	48000
	TOTAL ESTIMATED PAGES	535740

#### 2) DISCLAIMER

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), NS NIS Patiala or any of their representatives, employees, or advisors (collectively referred to as "Representatives"), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement. It 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 in the formulation of their Proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by Sports Authority of India (SAI), NS NIS Patiala in relation to the Event. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP Document may not be appropriate for all persons, a Sports Authority of India (SAI), NS NIS Patiala. Representatives can't consider the investment objectives, financial situation and needs each party who reads or uses this RFP Document. Each Bidder should, therefore, conduct their own investigation and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Sports Authority of India (SAI), NS NIS Patiala accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

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.

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 Sports Authority of India (SAI), NS NIS Patiala or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Sports Authority of India (SAI), NS NIS 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.

### 3) BIDSCHEDULE

Name of the BID	SCANNING AND DIGITIZATION OF OLD RECORDS IN DFMS OF ACCOUNTS SECTION, SAI NS NIS PATIALA
Date of Publication	19.07.2023
Bid document download start Date	19.07.2023
Last date and time of submission of queries for Pre-Bid Conference	25.07.2023
Pre-Bid conference (Zoom Video conferencing)	SAI NS NIS PATIALA is inviting you to a scheduled Zoom meeting.
	Topic: DIGITIZATION AND SCANNING OF OLD RECORDS IN DFMS OF ACCOUNTS SECTION, SAI NS NIS PATIALA
	Time:25.07. 2023 04:00 PM India
	Join Zoom Meeting
	https://us02web.zoom.us/j/8760767045
	Meeting ID: 876 076 7045
	Passcode: 12345
	Clause 2
Earnest Money Deposit (EMD)	EMD Amount Rs. 42629/-(Forty Two Thousand Six Hundred and Twenty Nine only)
	Submission of EMD in Original: In the favor of Senior Executive Director ,NS NIS Patiala
Bid submission Start date and end date and time	19.07.2023 to 09.08.2023
Bid Validity Period	180 days
Mode of Submission	Online (CPP Portal)
Opening of Technical Bid date and time	10.08.2023 12:00 PM
Opening of Financial Bids	Shall be notified later

Issuance of Letter of Acceptance (LOA)	Shall be notified later
Signing of Agreement	Shall be notified later
Method of selection	Quality and Cost Based Selection(QCBS)
Time period of Contract	3 MONTHS(90 Days after awarding of contract)
E-mail for all correspondence	nsnispatiala.sai@gov.in
Joint Venture/Consortium to be allowed	Not allowed
Sub-contracting is allowed	Not Allowed

#### 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 Sports Authority of India(SAI), 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.

#### 5) DOCUMENTS TO BE SUBMITTED

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

#### 6) RFP PROCESS

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 that 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 Sports Authority of India (SAI), NS NIS Patiala of the Bidder's Bid and the execution of the Service Agreement by Sports Authority of India (SAI), NS NIS Patiala and the Bidder/Service Provider.

This RFP is only illustrative, 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 about process and Sports Authority of India (SAI), NS NIS 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 before the Bid.

Upon selection of a Bidder by Sports Authority of India (SAI), NS NIS Patiala, the Service Provider shall enter into a detailed contract/agreement ("Service Agreement") incorporating the provisions of this RFP and the successful Bid.

The term of association shall be for 03 months from the date of execution of

contract/agreement, or until completion of all contractual obligations as per RFP whichever is earlier. Sports Authority of India (SAI), NS NIS Patiala reserves the right to renew/extend the contract in writing for a period of another year at the same price, terms and conditions in this tender subject to satisfactory performance of the agency.

#### 7) BID VALIDITY

Bidding document shall remain valid for the period of 180 (Eighty) days for Open Tender Enquiry. On completion of the validity period, if the contract is not finalized, Sports Authority of India (SAI), NS NIS Patiala reserves the right to request for extension of bid validity without changes in any terms and conditions of the RFP.

In exceptional cases, the Bidders may be requested by Sports Authority of India (SAI), NS NIS 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.

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

#### 8) EARNEST MONEY DEPOSIT

The bidder shall furnish EMD for an amount as shown in the Clause 2 of the RFP. The EMD is required to protect the Purchaser against the risk of the bidder's unwarranted conduct. Any Bid not accompanied by the Bid Security shall be summarily rejected by Sports Authority of India (SAI), NS NIS Patiala as non-responsive.

The EMD shall be furnished in one of the following forms:

- a) Account Payee Demand Draft- Senior Executive Director, SAI NS NIS PATIALA
- b) NEFT transfer to "<u>SAI MAIN ACCOUNT</u>, <u>State Bank of India</u>, <u>NS NIS Patiala</u>. Account Number: <u>55012350828</u> No.<u>SBIN0050198</u>,

(Bidder has to upload challan /proof along with Bid in CPP Portal)

The Demand Draft shall be drawn on any Commercial Bank in India, in favor of the Senior Executive Director, payable at SAI, Patiala.

The Bid Security shall be valid for a period of 45(Forty-five) days beyond the validity period of the bid. The Bid Security shall be valid for 120 (One hundred twenty) days from the date of opening of the Technical Bid.

The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Agreement and furnishing the performance security in accordance with the provisions thereof.

Sports Authority of India (SAI), NS NIS Patiala shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that Sports Authority of India (SAI), NS NIS Patiala will not

suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid or is breach of any condition of the tender documents in any respect within the period of validity of its bid without prejudice to other rights of the Purchaser. Further, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by Sports Authority of India (SAI), NS NIS Patiala in the Letter of Intent/ Notification of Award (NOA), its Bid Security/EMD will be forfeited.

EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity period and latest by the 30th day after the award of the contract. Bid Security of the successful bidder will be refunded on receipt of a performance security.

#### 8) BIDDERS QUERIES AND RESPONSES THERE TO

All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person on the email id <u>nsnispatiala.sai@gov.in</u>. The queries should necessarily be submitted in the following format:

•	To, Sports Authority of India (SAI), NS NIS Patiala			
BIDI	DER'SREQUESTFORCL	ARIFICATION		
Nam	ne 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:	
SI.	Bidding Document	Content of RFP	Points of Clarification required.	
No.	Reference(s)(Clause	requiring clarification		
1				
2				

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

Sports Authority of India (SAI), NS NIS Patiala will host a Pre-Bid Conference (virtual), scheduled as per the details in the Bid Schedule. The bidder or its authorized

representatives 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. Sports Authority of India (SAI), NS NIS Patiala shall provide each Bidder 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.

Within reasonable time period from the Pre-Bid Conference, Sports Authority of India (SAI), NS NIS Patiala will issue responses to all the bidders' written queries, together with any other revised documents (if required). Amendments to Bidding Documents:

- •At any point of time, prior to the deadline for submission of Bids, Sports Authority of India (SAI), NS NIS 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.
- Such an amendment will be uploaded on SAI website: www.sportsauthorityofindia.nic.in and CPP portal of Government of India www.eprocure.gov.in.Biddersare, therefore, advised to refer to Sport Authority of India(SAI),Patiala website and CPP Portal be for submitting bids.

#### 9) SUBMISSION OF BIDS

Bids to be submitted online as per instructions in ANNEXURE 'IX' | INSTRUCTIONS FOR ONLINE BID SUBMISSION.

Sports Authority of India (SAI), NS NIS Patiala will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.

In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for Sports Authority of India (SAI), NS NIS Patiala, the Bids will be opened at the appointed time on the next working day.

Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Bidders acknowledgement letter of bid submission at CPP website: http://eprocure.gov.in/eprocure/app.

The 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).

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.

The Bidders are required to upload the documents as per Documents to be submitted in Clause 04& Annexure II of this RFP.

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

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

Bidder must ensure that the Technical Bids of copies do not contain any Commercial items/prices

All terms and conditions in the bid document shall stand freeze on the date of opening

of the bid. The proof of work orders for claim of relevant experience should be dated on or after the date of registration of the firm/ company/LLP etc.

#### 10) SCRUTINY OF BIDS

The Purchaser/Sports Authority of India (SAI), NS NIS 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. Each page of the bid document submitted by bidder shall be signed sealed by the bidder or its authorized signatory.

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. Non-fulfillment of the eligibility criteria or minimum required score in evaluation criteria set out in this RFP, by the Bidder.
- V. Any Bid that does not comply with the conditions laid down by Sports Authority of India (SAI), NS NIS Patiala.
- VI. Any other reasons deemed fit by Sports Authority of India (SAI), NS NIS Patiala.

**Other Reasons for Rejection of Bid** - In addition to any other reasons stipulated in this RFP, Bids may be rejected when Bids in which the Bidder seeks to influence the Sports Authority of India (SAI), NS NIS Patiala bid evaluation, bid comparison, or contract award decisions

#### 11) MINOR INFIRMITY/IRREGULARITIES/ NON-COMFOMITY

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 non such 'minor' issues to the bidder by e-mail/registered/speed post etc. 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.

#### 12) EVALUATION CRITERIA

The Bids of bidders meeting the eligibility criteria at Annexure 1 (eligibility criteria), will be evaluated based on the technical evaluation and financial criteria

In the event, that one or more Bidders have the same value, the bidder who scores highest in Technical Evaluation criteria, will be rated as the 'Best Bid'. In case, the bidders are still maintaining a tie, the bid from the bidder with the highest average turnover in the last 03 financial years ending March-2023, will be rated as the 'Best Bid'.

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

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

#### 13) DECLARATION OF SUCCESSFUL BIDDER

Prior to the expiration of the validity period for the Bid, Sports Authority of India (SAI), NS NIS Patiala will notify the successful Bidder in writing by Notification of Award that its Bid has been accepted. Sports Authority of India (SAI), NS NIS Patiala will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and Sports Authority of India (SAI), NS NIS 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.

- The failure of Sports Authority of India (SAI), NS NIS 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 Sports Authority of India (SAI), NS NIS 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.
- Upon the successful signing of the Service Agreement by the Bidder and Sports Authority of India (SAI), NS NIS Patiala, and the Service Provider furnishing the Performance Security, Sports Authority of India (SAI), NS NIS Patiala will promptly notify the name of the winning Bidder to each unsuccessful Bidder and refund their respective Earnest Money Deposits.

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.

#### 14) **PERFORMANCE SECURITY**

In order to ensure the due performance of the awarded contract, the Service Provider/Successful Bidder shall, within 14(Fourteen)days of entering into the Service Agreement with Sports Authority of India (SAI), NS NIS Patiala Sports Authority of India (SAI), NS NIS Patiala, furnish an irrevocable bank guarantee (Annexure X) for an amount of **05%** 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 exceedingly further seven days and in case failure continues, the contract may be terminated by Sports Authority of India (SAI), NS NIS Patiala and the bidder will be debarred from bidding for Sports Authority of India (SAI), NS NIS Patiala/Sports Authority of India(SAI), Patiala RFPs in future for a period of at least three years.

The Performance Security in the form of Bank Guarantee, e-Bank Guarantee or other valid formats like Fixed Deposit/Demand Draft/ Valid Insurance Surety Bonds/ NEFT Transfer shall be drawn from any Commercial Bank drawn in the favor of below account details, payable at place and is to be deposited in the office at Sports Authority of India (SAI), NS NIS Patiala and/or intimated to the office through mail.

Account Name: SAI NS NIS MAIN ACCOUNT Bank Name and Branch :State Bank of India ,NS NIS MAIN ACCOUNT No.: \_55012350828 IFSC No.:SBIN0050198 The format for performance security to be submitted in the form Bank guarantee is attached at Annexure X.

The Performance Security shall be valid for a period of 60 (sixty) days from the date of expiry of all contractual obligations. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by Sports Authority of India (SAI), NS NIS Patiala. It may require revalidation from time to time.

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 Sports Authority of India (SAI), NS NIS Patiala.

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 Sports Authority of India (SAI), NS NIS 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 Sports Authority of India (SAI), NS NIS Patiala.

#### 15) SCOPE OF WORK & TIMELINES OF THE PROJECT

SAI NS NIS PATIALA is looking for only turnkey solution providers having Document Management Systems experience and must have undertaken and executed project involving digitization of Hard/Print Copies, integrating with born-digital contents and providing post digitization Digital Solution like retrieval of images/records and to capture and integrate new arrival of digital records. The documents would comprise approximately 535740(Five lakhs Thirty Five Thousand Seven Hundred and Forty pages) (including pages of varying sizes, Pay Bill Registers etc.) and may be increased/decreased at the time of actual execution of the work.

Sr.no	Type of page	No. of pages (Estimated Pages)
1	A2 to Legal Size, Custom sizes	478140
2	PBR page1.25*1.50 (feet)	9600
3	CASH BOOK(FSSIZE)	48000
	TOTAL ESTIMATED PAGES	535740

SL	Specification	
1	Intent of Buying	CPP Portal
2	Scanning Resolution DPI (dots per inch)	300 dpi
3	Document Size	A2 to Legal Size, Custom sizes, PBR page1.25*1.50 (feet), CASH BOOK(FSSIZE)
4	Meta Data Field (per file)	1 to 15 fields
5	Colour Type	Original/Colour

6	Document age (in years)	Up to 12 years
7	Contract period	90 days from the date of award of contract

#### The activities involved shall be

- Scanning/quality enhancement/cropping of existing Record/digitization:
- The documents/pages / maps/affidavits etc of different sizes (A5/A4/A3/A2/A1/A0 etc) are required to be Transformed / converted into digital format (both images and/or PDF) and archived with proper indexing for easy retrieval.
- This digitization is a time bound initiative to be accomplished with in a period of 180 days.
- The documents have to be digitized within the premises of SAI NS NIS PATIALA and no physical document or digitized material shall be allowed to leave the premises at any point of time.
- The original document is fragile and likely to be lost in the near future, extremely valuable documents where re digitization is problematic, requires high quality prints 1:1 we need as perfect copy as possible -> usually 300 dpi or better 600 dpi, with lighting and colour calibration (ICC profile), lossless compression

#### Digital Management System Requirements (Software):-

- Required a standard data management software for recording and managingthe scanned data
- Developing a centralized Institutional Repository for the collection of digital objects.
- Implementing a Digital Files Management System using an open-source platform.
- Ensuring compatibility with all internet browsers.
- Providing a back-end user management panel for administrative purposes.
- Automating the task of downloading and uploading for users.
- Offering a personalized view for individuals.
- 2 days training to staffs and officials/supervisors regarding scanning and software management.
- Including provisions for backing up the entire database.
- Implementing the system on-premises within the department.
- Creating categories and user groups as defined by NSNIS Patiala.

#### 16) TERMS OF PAYMENT

• Payment will be released as followings:

Payment will be release after completion of 100% work and on the satisfactory report of committee.

#### 17) OTHER TERMS AND CONDITIONS OF THE BID

All information/details submitted to Sports Authority of India (SAI), NS NIS Patiala shall be supported by documentary proof duly certified by the authorized signatory of the Bidder.

Unless expressly authorized by Sports Authority of India (SAI), NS NIS Patiala in writing, the Service Provider shall not, without the prior express approval of Sports Authority of India (SAI), NS NIS Patiala, incur any liabilities on behalf of Sports Authority of India (SAI), NS NIS Patiala, pledge the credit of Sports Authority of India (SAI), NS NIS Patiala or make any representations or give any warranty on behalf of Sports Authority of India (SAI), NS NIS Patiala.

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

The Bidder must strictly comply with all terms and conditions here in. Sports Authority of India (SAI), NS NIS Patiala reserves the right to call upon any or all the Bidders to satisfy Sports Authority of India (SAI), NS NIS 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, Sports Authority of India(SAI), Patiala may call upon any or all the Bidders to make a presentation to Sports Authority of India (SAI), NS NIS Patiala in respect of the capabilities represented by the Bidder at any time prior to the finalization of sports to or otherwise neglects to make such presentation to Sports Authority of India (SAI), NS NIS Patiala in respect of India (SAI), NS NIS Patiala shall not be considered for any further evaluation and shall stand immediately disgualified.

The Bidder shall strictly comply with all the labor laws as prevalent in the country as on date and shall not deviate from any provisions/rules/regulations.

The quality of services anticipated to be provided by the Bidder (to be determined primarily based on the documents/information provided by the Bidder) shall be material criteria for awarding the contract as defined in Clause 14 of this document.

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

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

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. Sports Authority of India (SAI), NS NIS 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 after the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to appraise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/ bought over by another company during the contract phase. Sports Authority of India (SAI), NS NIS 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 Sports Authority of India (SAI), NS NIS 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 Sports Authority of India (SAI), NS NIS Patiala. However, in the event Sports Authority of India (SAI), NS NIS Patiala, wishes to terminate for convenience, it shall serve a notice period of 30 (Thirty) days to the Bidder, without any cost and/or liability.

The bidder must monitor and deploy sufficient skilled manpower as defined in Manpower Requirement to complete the deliverables as per timelines mentioned in Scope of Services. However, the manpower as deployed by the Bidder, shall remain in the employment of the Bidder for all purposes and there shall be no employer-employee relationship between Sports Authority of India (SAI), NS NIS Patiala and personal employed by the Bidder. The relationship between Sports Authority of India (SAI), NS NIS Patiala and personal employed by the Bidder shall be on principal basis only.

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

#### 18) PENALTY

In case the Service Provider/resource deployed fails to commence/execute the work as assigned to them/unsatisfactory performance of the resource even after formal warning, Sports Authority of India (SAI), NS NIS Patiala reserves the right to impose the penalty as approved by the competent authority. However, the total penalty levied during the project duration shall not be more than10% of the total project value.

If the performance continues to be poor beyond, what is stipulated in1 9.1 above Sports Authority of India (SAI), Patiala reserves the right to:

- i. Cancel/terminate the contract forfeiting the Performance Security be sides other rights and remedies as maybe available to the Sports Authority of India (SAI), NS NIS Patiala.
- ii. The Service Provider shall be debarred from participating in such type often tender and his Performance Security may also be forfeited / invoked, if so warranted.

No Penalty will be imposed for delay attributable to Sports Authority of India (SAI), NS NIS Patiala or reasons or reasons which fall within the definition of Force Majeure as per clause 26 of this RFP.

The Purchaser will make payment after necessary deductions of penalty.

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 Sports Authority of India (SAI), NS NIS Patiala considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.

#### **19) GENERAL TERMS AND CONDITIONS**

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

Sports Authority of India (SAI), NS NIS Patiala reserves the right to modify and amend any of the stipulated condition/criterion given in this RFP, depending upon project priorities visà-vis urgent commitments.

Sports Authority of India (SAI), NS NIS 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 Sports Authority of India (SAI), NS NIS Patiala.

Sports Authority of India (SAI), NS NIS Patiala may not award any work to the any bidder at its own discretion without assigning any reason thereof. Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.

The decision of Sports Authority of India (SAI),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 Sports Authority of India (SAI), NS NIS Patiala. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.

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.

Any attemptbybiddertobringpressuretowardsSportsAuthorityofIndia(SAI),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 Sports Authority of India (SAI), NS NIS Patiala/Sports Authority of India (SAI), NS NIS Patiala RFPs in future for a period of at least three years.

Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on Sports Authority of India (SAI), NS NIS Patiala.

Upon verification, evaluation/assessment, if incase 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. Sports Authority of India(SAI), Patiala will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.

Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document, shall be short-listed for further evaluation.

It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to debarring from bidding for Sports Authority of India (SAI), NS NIS Patiala/Sports Authority of India (SAI), NS NIS Patiala RFPs in future for a period of at least three years.

- Tender shall be in conformity with the specifications given above. Deviations, if any, in respect of the specs shall be indicated clearly by the bidder. Non –mention of deviations shall imply compliance with the specifications. NSNIS, Patiala reserves the right to reject an offer on account of any deviation from the specifications /terms and conditions.
- Acceptance of tender/ application will be intimated to the successful bidder through a letter of intent (LOI) duly signed by the authorized signatory of the Institute.
- The successful agency/firm will have to get everything executed at their end and by their own Staff.
- The successful agency has to complete the Entire proposed work in NSNIS, Patiala on or 3 Month from date of signing of agreement.
- NSNIS, Patiala reserves the right to reject some or all tenders without assigning any reasons.
- The applicant should furnish an undertaking to the effect that the firm has not been blacklisted in India.
- The losses to the Institute which are directly attributable to the agency shallbe deducted from the bills.
- Any Joint Venture/ Outsourcing work is not allowed.
- Work Place, Table /Chairs, Electricity and Basic Electrical equipment's, required for the setup of the Digitization work will be provided by NSNIS Patiala.
- No Hardware (Scanner) / Software will be provided by NSNIS, Patiala. The Successful bidder is required to install all the necessary scanner, hardware etc.at its own cost.
- Over-Writing / Over Typing or erasing of figures in the documents submitted in not permitted and shall render the bid invalid.
- The successful bidder will be required to submit the letter of acceptance within a period of 10 day from the receipt of the letter of Intent and thereafter execute the work next 10 days.
- NSNIS, Patiala will provide a Desktop Computer with the specification of Intel E2224G / 8GB RAM / 1TB / DVD RW/Raid 5 Support / 3year Warranty/ DOS,21.5 inch LED, Mouse and Keyboard for installation of Digital File ManagementSystem to vendor to install the software and complete the scanning project.

Bidders are requested to share information which is true and based on some tangible proof

#### 20) PATENTS, COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS, SOURCE CODES

Intellectual Property Rights for any content property and documents (including project files, databases, documents, training manuals, course content etc.), if developed exclusively 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 Sports Authority of India (SAI), NS NIS Patiala/Purchaser.

The Bidder shall ensure that there is no infringement of any Intellectual Property Rights (IPR) of third parties. However, if a third-party claim 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 Sports Authority of India (SAI), NS NIS 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.

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.

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 Sports Authority of India (SAI), NS NIS Patiala for all purposes.

#### 21) HANDOVER

- Handover of all scanned documents in their original condition with a small watermark indicating "scanned."
- Properly filling the documents in their original files as provided earlier.
- Creation of searchable PDF files for all documents.
- Metadata capture and creation using international metadata standards.
- Uploading of digitized documents and metadata into the Document Management System.
- Handover of all scanned data and metadata to NSNIS Patiala provided Hardware (Hard disks or Desktops).
- Handover the equipment's which may provide during the process in good condition.

#### 22) REPRESENTATIONS AND WARRANTIES

Sports Authority of India (SAI), NS NIS 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 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.

Sports Authority of India (SAI), NS NIS 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.

The Bidder declares 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 Sports Authority of India(SAI), 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 debarment/blacklisting etc. Without incurring any liability to the affected bidder(s) on the ground of Sports Authority of India (SAI), NS NIS Patiala/MYAS's action.

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

#### 23) INDEMNIFICATIONS AND LIABILITIES

The bidder shall fully indemnify, hold harmless and defend MYAS/Sports Authority of India (SAI), NS NIS 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. Sports Authority of India (SAI), NS NIS Patiala 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

Sports Authority of India (SAI), NS NIS 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 Sports Authority of India (SAI), NS NIS Patiala action.

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 Sports Authority of India (SAI), NS NIS 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 Sports Authority of India (SAI), NS NIS 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.

The Successful Bidder shall always indemnify and keep indemnified Sports Authority of India (SAI), NS NIS Patiala against all claims/third party claims/damages etc. For any infringement of Intellectual Property Rights (IPR) while providing its services under the Project.

The Successful Bidder shall always indemnify and keep indemnified Sports Authority of India (SAI), NS NIS Patiala 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.

The Successful Bidder shall always indemnify and keep indemnified Sports Authority of

India (SAI), NS NIS Patiala against and any claims by Employees in respect of wages, salaries, remuneration, compensation, or the like.

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

#### 24) TERMINATION

Sports Authority of India (SAI), NS NIS Patiala may terminate the Service Agreement by serving written notice of 30 days and/or as stated below:

- I. Immediately in case the Bidder/Service Provider is in direct breach of contractual terms and conditions and in the performance of its contractual obligations.
- II. In the event services of the Bidder are not satisfactory or up to the mark.
- III. 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.
- IV. If the Service Provider fails to comply with any final decision reached because of arbitration proceedings
- V. If the Service Provider is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement.
- VI. If the Service Provider submits to Sports Authority of India (SAI), NS NIS Patiala a false statement which has a material effect on the rights, obligations, or interests of Sports Authority of India (SAI), NS NIS Patiala.
- VII. Any other reason as deemed fit by Sports Authority of India (SAI), NS NIS Patiala

The Successful Bidder may terminate the Agreement, by serving a 60-day written notice to Sports Authority of India (SAI), NS NIS Patiala, if they reasonably determine and submit that they can no longer provide the Services in accordance with applicable law or professional obligations and in such scenarios, Sports Authority of India (SAI), NS NIS Patiala reserves the right to forfeit the Performance Security after due evaluation.

#### 25) FORCE MAJEURE

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.

If a Force Majeure situation arises, the Successful Bidder shall promptly notify Sports Authority of India (SAI), NS NIS Patiala writing of such conditions and the cause thereof within 7 (Seven)days of occurrence of such event. Unless otherwise directed by Sports Authority of India (SAI), NS NIS 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.

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, Sports Authority of India (SAI), NS NIS Patiala may at its option terminate the contract without any financial repercussion on either side.

In case due to a Force Majeure event Sports Authority of India (SAI), NS NIS Patiala is

unable to fulfill its contractual commitment and responsibility, Sports Authority of India (SAI), NS NIS Patiala will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

#### 26) DISPUTE SETTLEMENT MECHANISM

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. Sports Authority of India (SAI), NS NIS Patiala and the Successful bidder shall make every effort to amicably resolve by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

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

Venue of Arbitration: The Sole Arbitrator shall have its seat in The New Delhi. All proceedings would be in English language.

Each party shall bear its own cost of preparing and presenting its own case (including all fees and other expenses), unless otherwise awarded by the sole arbitrator.

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 Arbitration proceedings.

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 Courts at Delhi/ New Delhi.

#### 27) APPLICABLE LAW

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

Any disputes shall be subject to the exclusive jurisdiction of the courts in PATIALA CITY.

#### 28) **RESERVED RIGHTS**

Sports Authority of India (SAI), NS NIS Patiala 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.

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, Sports Authority of India (SAI), NS NIS Patiala shall terminate or cancel the appointment/engagement of the Bidder, and nothing shall be payable or be paid by Sports Authority of India (SAI), NS NIS Patiala to the Bidder as compensation/damages or penalty.

Sports Authority of India (SAI), NS NIS Patiala will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if Sports Authority of India (SAI), NS NIS Patiala decides to cancel the RFP process or for any reason whatsoever.

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 Sports Authority of India (SAI), NS NIS Patiala to facilitate the evaluation process.

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 services and other information made available in writing by Sports Authority of India (SAI), NS NIS 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 Sports Authority of India (SAI), NS NIS Patiala or any of its government

partners in relation to this RFP. Any clarifications and all information will be via e-mail only to

nsnispatiala.sai@gov.in.....No queries shall be entertained by Sports Authority of India

(SAI), NS NIS Patiala after scheduled date and time mentioned in Bid schedule of the RFP.

- SAI NS NIS PATIALA reserves the right to amend or cancel the tender at any time, with or without prior notice.
- b. Bidders shall not have any claim or right to indemnification arising from any such amendment or termination.

#### 29) CORRUPT OR FRAUDULENT PRACTICES

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, Sports Authority of India (SAI), NS NIS Patiala: -

• 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 debar/blacklist, either indefinitely or for a stated period, to be awarded a contract by Sports Authority of India (SAI), NS NIS 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.

- Sports Authority of India(SAI), 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.
- Without prejudice to the rights of Sports Authority of India (SAI), NS NIS Patiala as stipulated hereinabove and the rights and remedies which Sports Authority of India (SAI), NS NIS Patiala may have under this contract, or otherwise, if a Bidder is found by Sports Authority of India (SAI), NS NIS Patiala to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Sports Authority of India (SAI), NS NIS Patiala during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice by Sports Authority of India (SAI), NS NIS Patiala during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

#### **30)** CONFIDENTIALITY

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 Sports Authority of India (SAI), NS NIS Patiala, and results 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.

The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of Sports Authority of India (SAI), NS NIS 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 Sports Authority of India (SAI), NS NIS Patiala. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of Sports Authority of India (SAI), NS NIS Patiala. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of Sports Authority of India (SAI), NS NIS Patiala or its successors or assignees, including work product prepared at Sports Authority of India (SAI), Patiala's expense, for other clients of the Bidder without the prior written approval of Sports Authority of India (SAI), NS NIS Patiala. The Bidder is not authorized to identify Sports Authority of India (SAI), NS NIS Patiala as a client for the purposes of marketing or for advertising, without the prior written approval of Sports Authority of India (SAI), NS NIS Patiala as a client for the purposes of marketing or for advertising, without the prior written approval of Sports Authority of India (SAI), NS NIS Patiala as a client for the purposes of marketing or for advertising, without the prior written approval of Sports Authority of India (SAI), NS NIS Patiala as a client for the purposes of marketing or for advertising or on behalf of Sports Authority of India (SAI), NS NIS Patiala.

of India (SAI), NS NIS Patiala or any copies thereof to Sports Authority of India (SAI), NS NIS Patiala. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship` with Sports Authority of India (SAI), NS NIS Patiala without the prior written approval of Sports Authority of India (SAI), NS NIS Patiala.

All information and documents that are furnished by the Bidder will be treated as strictly confidential by Sports Authority of India (SAI), Patiala and shall not be disclosed by Sports Authority of India (SAI), NS NIS 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-1 Evaluation criteria

• Bid Evaluation Criteria

#### Pre-Qualification Criteria

Sr. No.	Criteria	Valid Supporting Documents/ Information to be submitted as criteria Validation with Technical proposal
1	Bidder should be an Information Technology Enabled Service(ITES) based Company registered under Indian CompaniesAct,1956 since last 05 years.	
2	The bidder should have average minimum annual turnover of Minimum INR 50 lakhs in last 3 financial years (FY 2020-21, 2021-22 & 2022-23)	
3	The bidder should be ISO 9001:2015, and ISO27001: 2013.	
4	The bidder shall not be blacklisted by any Government/Semi Government organizations in India, as on date of submission of bid.	
5	Bidder Must have a registered number of GST and/PAN	
6.	Outsourcing of any part of project to any third company is not allowed.	
7	Bidder must have at least 2 Orders of Scanning of minimum 8 Lacs pages and minimum order value of 10 Lacs	
8	Bidder shall provide overhead Scanners (Book eye or any customized) at their own expense	

1. Bidder is required to submit necessary credentials / documentary proof of Purchase Order /Agreement /Completion Certificates, detailing Scope of Work, Timelines, etc. or relevant documents in support each of above parameters.

Qualified Bidders

O.P. is the Offer Price of the bidder being evaluated

#### Pre-Qualification Evaluation

#### Pre - qualification bid documentation shall be evaluated as under:

1. The evaluation committee will check if the bidder has deposited the EMD along with the Technical Proposal and the same are found to be in order.

2. The documentation furnished by the bidder will be examined prima facie to see if the Company's capacity, skill base and other Bidder attributes as claimed therein are consistent with the needs of this project.

3. NSNIS Patiala may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical staff to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the bid shall be rejected.

#### Technical Evaluation

 The bidders' technical solution proposed in the bid document shall be evaluated as per the requirements specified in this RFP and adopting the evaluation criteria spelt out in this document.

2) The Bidders are required to submit all required documentation in support of the evaluation

criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required fortechnical evaluation.

- 3) The technical evaluation of the bid will be based on the bidder's response to the requirements as mentioned in the RFP, which will include the Technical Specifications mentioned in RFP.
- 4) Technical bids shall be examined by the bid evaluation committee with respect to compliance, completeness and suitability of the proposal to the project and only the bids which are in compliance to the requirements mentioned in the RFP shall be considered as technically qualified.

#### • Finanical Evaluation

1. Bid evaluation committee will evaluate and compare the bids determined to be substantially responsive. It is bid evaluation committee's intent to select the proposal that is most responsive to the project needs and each proposal will be evaluated using the criteria and process outlined in this section.

2. Only the commercial bids of those bidders qualified in the technical evaluation shall be opened. Commercial bids of the non-responsive bidders will not be opened.

3. The evaluation shall be strictly based on the information and supporting documents provided by the bidders. It is the responsibility of the bidders to provide all supporting documents as listed in forms necessary to fulfil the mandatory eligibility criteria.

#### **1**. The financial bid should cover the following components:

Bidders are required to submit their financial bids for the comprehensive scanning and digitization project, which includes the provision, installation, and commissioning of software, along with a warranty and Annual Maintenance Contract (AMC) for a period of one year.

 Scanning and Digitization Services: The bid should include the cost of scanning and digitizing the documents as per the specifications outlined in the tender document. This includes the labour, equipment, software and expertise required to carry out the scanning process efficiently and accurately.

- Software Provision, Installation, and Commissioning: Bidders should include the cost of providing suitable Document File Management Solution (DFMS) software that meets the technical requirements mentioned in the tender document. The bid should also cover the expenses associated with the installation and commissioning of the software, ensuring seamless integration with the existing systems and infrastructure.
- **Warranty:** The financial bid should incorporate the cost of providing a warranty for the software and related services for duration of one year. This warranty should cover any technical issues or malfunctions that may arise during the specified period, ensuring prompt resolution and uninterrupted functionality.
- Annual Maintenance Contract (AMC): AMC for the software shall be free of cost during warranty period.
- Any deviations from the specified requirements may result in the disqualification of the bid.

#### 1. SCOPE OF SERVICES

SAI NS NIS PATIALA is looking for only turnkey solution providers having Document Management Systems experience and must have undertaken and executed project involving digitization of Hard/Print Copies, integrating with born-digital contents and providing post digitization Digital Solution like retrieval of images/records and to capture and integrate new arrival of digital records. The documents would comprise approximately 535740(Five lakhs Thirty Five Thousand Seven Hundred and Forty pages) (including pages of varying sizes, Pay Bill Registers etc.) and may be increased/decreased at the time of actual execution of the work.

Sr.no	Type of page	No. of pages (Estimated Pages)
1	A2 to Legal Size, Custom sizes	478140
2	PBR page1.25*1.50 (feet)	9600
3	CASH BOOK(FSSIZE)	48000
	TOTAL ESTIMATED PAGES	535740

SL	Specification	
1	Intent of Buying	CPP Portal
2	Scanning Resolution DPI (dots per inch)	300 dpi
3	Document Size	A2 to Legal Size, Custom sizes, PBR page1.25*1.50 (feet), CASH BOOK(FSSIZE)
4	Meta Data Field (per file)	1 to 15 fields
5	Colour Type	Original/Colour
6	Document age (in years)	Up to 12 years
7	Contract period	90 days from the date of award of contract

#### The activities involved shall be

- Scanning/quality enhancement/cropping of existing Record/digitization:
- The documents/pages / maps/affidavits etc of different sizes (A5/A4/A3/A2/A1/A0 etc) are required to be Transformed / converted into digital format (both images and/or PDF) and archived with proper indexing for easy retrieval.
- This digitization is a time bound initiative to be accomplished with in a period of 180 days.
- The documents have to be digitized within the premises of SAI NS NIS PATIALA and no physical document or digitized material shall be allowed to leave the premises at any point of time.
- The original document is fragile and likely to be lost in the near future, extremely valuable documents where re digitization is problematic, requires high quality prints 1:1 we need as perfect copy as possible -> usually 300 dpi or better 600 dpi, with lighting and colour calibration (ICC profile), lossless compression

#### Digital Management System Requirements (Software):-

- Required a standard data management software for recording and managingthe scanned data
- Developing a centralized Institutional Repository for the collection of digital objects.
- Implementing a Digital Files Management System using an open-source platform.
- Ensuring compatibility with all internet browsers.
- Providing a back-end user management panel for administrative purposes.
- Automating the task of downloading and uploading for users.
- Offering a personalized view for individuals.
- 2 days training to staffs and officials/supervisors regarding scanning and software management.
- Including provisions for backing up the entire database.
- Implementing the system on-premises within the department. Creating categories and user groups as defined by NSNIS Patiala

#### Scope of work for scanning of Documents from Overhead Scanner only.

Manual activities: Each individual documents is to be opened and the pages taken out for scanning. As the pages may have attachments with pins, staples, tags etc. these are to be removed to enable them to be scanned without opening of provided documents binding. In addition, the nature and quality of pages to be scanned are to be inspected and necessary measures such as fixing torn pages, taking a photocopy of particularly bad page etc. has to be undertaken.

We will not allow for opening of binding of books, Thesis or any other documents.

Technical Requirements for Digitization

- 1. The Documents to be converted in requisite format will be provided in hard bound volumes. The documents are of various sizes, with the largest measuring A2 and smallest measuring A4. The service provider has to use only overhead scanners for digitizing the archival documents.
- 2. Unbinding of the archival documents is strictly not allowed as the case may be. In some cases, permission required from NSNIS, Patiala for the same.
- 3. The output should be of acceptable readability, reasonable accuracy, consistent in term of tone and color reproduction and use neutral common rendering for all images.
- 4. The final output should be in PDF format for all the documents. Back up file for each document should be supplied in PDF-A format, with the pages collated as per the original sequence.
- 5. The high resolution PDF files should be optimized and delivery low resolution PDF files for Web hosting.
- 6. The resolution of scanning should have minimum of 300 dpi or more and should be in original color of document.
- 7. Image Enhancement Basic Enhancement Raster cleaning, De-skew, De-Speckle Cropping & hole removal etc., to be carried out on each images for optimum images clarity.
- 8. Cleanliness of Work Area, Digitization Equipment, like Scanners, computers, tables and chairs will have to be cleaned on a routine basis to eliminate the introduction of extraneous dirt.
- 11. Digital images should be created to a quality level that will facilitate OCR conversion to a specified accuracy level. This should not, however, compromise the quality of the images to meet the quality index.
- 12. The digitized images to be converted to searchable PDF format..
- 13. The master files contain final documents should be stored as back up on portable hard disk.
- 14. Solution provider will install the required software and all other systems and supporting software required to carry out the digitization work along with the team and transfer the completed work in running condition to requisite media.
- 15. The metadata for each document should be captured and created using International meta-data standards for specific fields to be provided by NSNIS, Patiala
- 16. Uploading of digitized documents along with metadata in the Document Management System.
- 17. All the scanned data and Meta data should be handover to NSNIS, Patiala server. The format of data should be as such which have been uploaded.
- 18. All the work of digitization will be done on- site at NSNIS, Patiala.

#### **Digital Files Management System:**

Requirements of Digital Files Management System:

- ✓ Develop centralized Institutional Repository for Collection of Digital Objects such as Office Files, project reports, Articles etc.
- ✓ Digital Files Management System to be developed on open source platform.
- ✓ Digital Files Management System will be mainly used for Institute user only.
- ✓ Digital Files Management System should be compatible on all internet browsers.
- ✓ Back end User Management panel for Admin to manage user's role and rights.

- ✓ User should be able to automate the task of downloading or uploading.
- ✓ Personalize view for individuals.
- ✓ 2 days training to staffs and officials/supervisors.
- ✓ Provision of Backing up whole database should be available.
- ✓ Bidder has to provide on [premises based Digital Files Management System in the department.
- ✓ Digital Files Management System should have facility to create category as per decided by NSNIS, Patiala
- ✓ Digital Files Management System should have facility to create user group to access defined category.

#### 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 VIII.

Sr. No.	Criteria	Valid Supporting Documents/ Information to be submitted as criteria Validation with Technical proposal
1	Bidder should be an Information Technology Enabled Service(ITES) based Company registered under Indian CompaniesAct,1956 since last 05years.	
2	The bidder should have average minimum annual turnover of Minimum INR 50 lakhs in last 3 financial years (FY 2020-21, 2021-22 & 2022-23)	
3	The bidder should be ISO 9001:2015, and ISO27001: 2013.	
4	The bidder shall not be blacklisted by any Government/Semi Government organizations in India, as on date of submission of bid.	
5	Bidder Must have a registered number of GST and /PAN	
6.	Outsourcing of any part of project to any third company is not allowed.	
7	Bidder must have at least 2 Orders of Scanning of minimum 8 Lacs pages and minimum order value of 10 Lacs	
8	Bidder shall provide overhead Scanners (Book eye or any customized) at their own expense	

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. Sports Authority of India (SAI), NS NIS Patiala 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 Sports Authority of India (SAI), NS NIS Patiala.

#### 2. MANDATORY LIST OF DOCUMENTS TO BE SUBMITTED

- 1. Letter of Intent (LoI) to submit proposal in response to RFP.
- 2. Technical and Financial Bid as per this RFP.
- 3. ISO9001: and/or ISO27001 certification document.
- 4. Purchase Order copies and reference letters from at least 3 firms.
- 5. Certified true copies of Certificate of Incorporation from the Registrar of Companies (RoC) or certified copy of Certificate of Registration/Evidence of legal status of Bidder.
- 6. Audited and certified financial statements for the financial years 2020-21, 2021-22 and 2022-23 (please include the sections on Profit & Loss (P&L)/Income and Expenditure, Turnover, Income Tax Return and Assets and Liabilities) should be provided by all types of Bidders .In addition, an Auditor's certificate specifying the turnover of the Organization as of 31-March-2023 should be provided by the Bidders.
- True copy of valid registration certificate from the Ministry of Home Affairs, Government of India for those NGOs/Not-for-Profit organizations that are receiving grants/aid from foreign sources.
- 8. Declaration in the form of affidavit by the President/CEO/CMD of the organization clearly stating that the organization has not been blacklisted by Central/State/UT Government or any Government agency and has not been charged for any fraudulent activity.
- 9. Proof for Organization's Income Tax PAN and VAT/Service Tax number.
- 10. Profile of the Organization giving relevant details of nature of work, experience, infrastructure, resources turnover, profit, and loss etc.

#### ANNEXURE'III'|BID SUBMISSION FORM

To,

Sports Authority of India (SAI), NS NIS Patiala.

Sub: Digitalization & Scanning of old records in Data File Management System

Dear Sir,

- With reference to the RPF dated\_\_\_\_\_\_\_ for the above captioned project, and clarification issued by Sports Authority of India (SAI), NS NIS Patiala, there of,//We ,having examined all relevant documents and understood the Digitalization & Scanning of old records in Data File Management System, hereby submit our Proposal for Engagement with Sports Authority of India (SAI), NS NIS Patiala as Selection of Project Management Unit for Digitalization & Scanning of old records in Data File Management System 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 Sports Authority of India (SAI), NS NIS Patiala for the afore Sports Authority of India (SAI), NS NIS Patiala Project.
- 4. I/We shall make available to Sports Authority of India (SAI), NS NIS Patiala, any additional information it may deem necessary require for supplementing or authenticating the Proposal.
- 5. I/We acknowledge the right of the Sports Authority of India(SAI),Patiala to reject our application without assigning any reason or other wise and here by waive our right to challenge the same on any account whatsoever.
- 6. 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.
- 7. I/we certify that we fulfill the "Fit and Proper Person "criteria as mentioned in this RFP document.
- 8. I/we understand that Sports Authority of India (SAI), NS NIS Patiala may cancel the Selection Process at any time and that Sports Authority of India (SAI), NS NIS Patiala neither bound to accept any Proposal that Sports Authority of India (SAI), NS NIS Patiala may receive nor to select the Bidder without incurring any liability to the Bidders.
- 9. The undersigned is authorized to sign the documents being submitted through this RFP.(A copy of Power of Attorney/Board Resolution is enclosed)
- 10. The information provided here with 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 Add end misused by Sports Authority of India (SAI), NS NIS Patiala.
- b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with Sports Authority of India (SAI), NS NIS or any other

public sector enterprise or any government, Central or State; and

- c. I/We here by certify that we have taken steps to ensure that, no person acting or us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
- d. It is certified that the bidder is not directly related to any employee of Sports Authority of India (SAI), NS NIS Patiala/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.
  - 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'IV'

#### BANK GUARANTEE FORM FOR BID SECURITY

Whereas (hereinafter called the "Bidder") has submitted its quotation dated for the supply of (here in after called the "Bid") against the purchaser's Bid Reference No. Know all persons by these present that we of (Here in after called the "Bank) having our registered office at are bound unto Sports Authority of India (SAI), NS NIS Patiala (here in after called the" Purchaser)in the sum of for which payment will and truly to be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common day of 20.The conditions of this obligation are:

If the Bidder withdraws or amends, breaches the terms and conditions of the tender document, impairs or derogates from the Bid in any respect within the period of validity of this Bid.

If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity: -

Fails or refuses to furnish the performance security for the due Performance of the contract.

or

Fails or refuses to accept/execute the Rate Contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to to wing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of 45 (Forty- five)days after the period of Bid validity of days i.e., for days(days+45days)from the date of Bid Opening and any demand in respect thereof should reach the Bank not later than the above date.

(Signature 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'V'|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 here by constitute, nominate, appoint And authorize Mr./Ms.....son/daughter/wife and presently residing at, which is presently employed with us and holding the position of .....as our true and lawful attorney(herein after 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 Sports Authority of India (SAI), NS NIS Patiala 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 Sports Authority of India (SAI), NS NIS Patiala, representing us in all matters before Sports Authority of India (SAI), NS NIS Patiala. signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with Sports Authority of India (SAI), NS NIS Patiala, in all matters in connection with or relating to or arising out of our Proposal for Sports Authority of India (SAI), NS NIS Patiala Project and/or upon award thereof to us till the entering into of the Agreement with Sports Authority of India (SAI), NS NIS Patiala.

AND we do here by agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our Sports Authority of India (SAI), NS NIS PatialaAuthorized 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 Sports Authority of India (SAI), NS NIS Patiala (SAI), NS NIS Patiala Authorized Representative in exercise of the powers here by conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE,.....THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ONTHIS......DAYOF ,2023.

For...... (Signature, name, designation, and address s)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 executants (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 100(Hundred) and duly notarized by a Notary Public.

#### ANNEXURE'VI'|ELIGIBLEPROJECTS UNDER TAKEN BY THEBIDDER

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
(v)	Location of Project
(vi)	Contract Value
(vii)	Payment received
(viii)	Narrative Description of the Scope of work of the assignment
(IX)	Status of the assignment

#### **IMPORTANT:**

- 1. Use separate sheet for each Eligible Project. Please mark each sheet as Annexure VII(a), Annexure VII(b), Annexure VII(c).... for each different project.
- 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. <u>The submitted testimonial MUST contain detailed description of</u> work (Scope of Work and TOR) carried out by the Bidder.

#### ANNEXURE'VII'|ANNUALTURNOVER

S.NO.	FINANCIALYEAR	ANNUALTURNOVER(INR)			
1.	2020-21				
2.	2021-22				
3.	2022-23				
Certificate from the Statutory Auditor					
This is to certify that the average turn over 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 2022-23 is pending, provisional accounts certified by CA maybe considered. Audited accounts and report prior to 2020-21 will not be accepted.

#### ANNEXURE'VIII' INSTRUCTIONS FOR ONLINE BID SUBMISSION

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 .

- 1. REGISTRATION
- I. Bidders are required to enroll 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 DSCs 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.
  - 2. SEARCHINGFORTENDERDOCUMENTS
- 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, where in the bidders may combine a number of search ,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-mailing 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.

#### 3. PREPARATIONOFBIDS

- I. Bidder should consider 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 maybe scanned with 100dpi 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.
  - 4. SUBMISSION OF BIDS
  - I. Bidder should log into the site well in advance for bid submission so that they can upload the biding 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. 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.
- V. 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.
- VI. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- VII. 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.
- VIII. 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.

#### 5. 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 'IX'|PRICE BID FORMAT (Financial bid)

• The Bidder have to quote the amount in the BoQ document given in the CPP Portal (Financial bid)

#### ANNEXURE 'X'|-

#### BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

То

WHERE AS (Name and address of the supplier)(Here in after 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 Sports Authority of India (SAI), NS NIS Patiala 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 here by affirm that we are guarantors and responsible to you, on behalf of the supplier ,upto 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 afore Sports Authority of India (SAI), NS NIS Patiala, 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 Sports Authority of India (SAI), NS NIS Patiala 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 today's 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'XI

#### I'|-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:
- Sports Authority of India(SAI), Patiala's Bidding Document/RFP No dated and Subsequent Amendment No, dated (if any) ,issued by the Sports Authority of India (SAI),Patiala.
- 3. Contractor's Bid No. dated and subsequent communication(s) No dated (if any), exchanged between the Contractor and the Sports Authority of India (SAI), NS NIS Patiala 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) Sports Authority of India (SAI), NS NIS Patiala's Notification of Award

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

(i) Briefparticularsofserviceswhichshallbeperformed/providedbythecontractorare as under:

Schedule	Brief description	Total	Period	of	Total contract
No.	Of services	Charges	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 Sports Authority of India (SAI), NS NIS Patiala's authorized official) For and on behalf of

Received and accepted this contract

(Signature, name and address of the contractor's executive duly authorized to sign on behalf of the contractor) For and on behalf of (Name and address of the Contractor)

(Seal of the Contractor) Date:

Place:

