

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**PROVIDING AND SETTING UP A LEARNING MANAGEMENT SYSTEM (LMS) UNDER  
E-KHEL PATHSHALA PROJECT TO IMPART LEVEL-BASED COACHING FOR  
SPORTS TO COACHES, PE TEACHERS, ATHLETES, AND SPORTS ENTHUSIASTS**

**F. No. 35-201/SAI/NS NIS/Acad./LMS/2023-24, Dated: 20.01.2024**

**DATE OF ISSUE: 20-01-2024**

**LAST DATE & TIME OF SUBMISSION OF PROPOSAL: 15-02.2024**

**TECHNICAL BID OPENING: 16-02-2024**

**PLACE OF SUBMISSION OF BIDS: CPP Portal**

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## 1) DISCLAIMER

- 1.1 The information contained in this Request for Proposal Document (hereinafter known as "RFP Document") or subsequently provided to Bidders in documentary form by or on behalf of **Netaji Subhas National Institute of Sports (NSNIS)** or any of their representatives, employees, or advisors (collectively referred to as "Representatives"), is provided to Bidder(s) on the terms & conditions outlined in this RFP Document and any other terms & conditions under which such information is provided.
- 1.2 This RFP Document is not an agreement. It is neither an offer nor an invitation by the Representative(s) to any party other than the entities 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 that reflect various assumptions and assessments arrived at by SAI NSNIS in regarding the Event. These assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP Document may not be suitable for all persons, as SAI NSNIS Representatives cannot consider the investment objectives, financial situation and needs each party that 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.
- 1.3 Information provided in this RFP to the Bidder(s) covers 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. SAI NSNIS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 1.4 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.
- 1.5 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 costs associated with or related 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 that may be required by SAI NSNIS or any other costs incurred in connection with or related to its Bid. All such costs and expenses will remain with the Bidder and SAI NSNIS 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.

## 2) BID SCHEDULE

Date of Issue	20-01-2024
Bid document download start Date	20-01-2024
Last date and time of submission of queries for Pre-Bid Conference	27-01-2024 at 05 : 00 PM hours to e-mail: <a href="mailto:directornsnis@gmail.com">directornsnis@gmail.com</a>
Pre-Bid Conference (Video Zoom Conference)	30-01-2024 at 11.30 AM(ZOOM PLATFORM) Meeting ID: 730 934 6053 Passcode: 12345
Bid submission	20.01.2024

Starting date	
Bid submission end date	15.02.2024
Bid Validity Period	75 days
Earnest Money Deposit (EMD)/ Bid Security	<b>Rs. 1,18,350/-</b>
Mode of submission	Online (CPP Portal)
Opening of Technical Bid date and time	16.02.2024
Method of selection	Quality and Cost Based Selection (QCBS)
JV/Consortium/Subcontracting	Not Allowed
E-mail for all correspondence	<a href="mailto:directornsnis@gmail.com">directornsnis@gmail.com</a>

### 3) LANGUAGE OF BID

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

### 4) 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 I Submitted

### 5) RFP PROCESS

- 6.1 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 SAI NSNIS of the Bidder's Bid and the execution of the Service Agreement by both SAI NSNIS and the Bidder/Service Provider.
- 6.2 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 SAI NSNIS reserves the right to withdraw the RFP and/or add, amend, review the requirements or information contained in this RFP at any time prior to the submission before the Bid.
- 6.3 Upon selection of a Bidder by SAI NSNIS, the Service Provider shall enter into a detailed contract/agreement ("Service Agreement") incorporating the provisions of this RFP and the successful Bid.
- 6.4 The term of association shall be for 12 months from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP whichever is earlier. SAI NSNIS 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.

## 6) BID VALIDITY

- 6.1 Bidding document shall remain valid for the period of 75 (Seventy-five) days for Open Tender Enquiry. Upon completion of the validity period, if the contract is not finalized, SAI NSNIS reserves the right to request for extension of bid validity without changes in any terms and conditions of the RFP.
- 6.2 In exceptional cases, the Bidders may be requested by SAI NSNIS to extend the validity of their Bids up to a specified period. Bidders, who agree to extend the Bid validity, are required to do so without any change or modification to their original Bid.
- 6.3 In the event that the day up to which the Bids are to remain valid falls on or is subsequently declared a holiday or closed day for SAI NSNIS, the Bid validity shall automatically be extended up to the next working day.

## 7) BID PRICES

**Fixed Budget/Price:** The prices as mentioned in Annexure X will be fixed and shall remain firm and fixed during the currency of the Contract and will not be subject to variation on any account. The total contract price will be based on these rates and total manpower required/proposed in the project.

## 8) EARNEST MONEY DEPOSIT

- 8.1 The bidder shall furnish/provide EMD for an amount as shown in the Clause 2 of the RFP. The EMD is required to safeguard the Purchaser against the risk of unwarranted conduct by the bidder. Any Bid not accompanied by the Bid Security shall be summarily rejected by SAI NSNIS as non-responsive.
- 8.2 In case, as per notification of Government of India, the bidder falls in the category of exemption of EMD, they should furnish the relevant notification along with required documents such as valid Registration Certificate etc.
- 8.3 The bidder seeking EMD exemption, must submit the valid supporting documents for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.
- 8.4 The EMD shall be furnished in one of the following forms:
- a) Account Payee Demand Draft
  - b) Fixed Deposit Receipt
  - c) Banker's cheque / Pay Order
  - d) Bank Guarantee from any of the commercial banks (as per the format at Annexure V),
  - e) NEFT transfer to "**Netaji Subhas National Institute of Sports**, State Bank of India Bank NSNIS, Patiala branch, Account Number: **55012350828** IFSC No.**SBIN0050198**,
  - f) Valid Insurance Surety Bonds
  - g) E-Bank Guarantee

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

8.5 The Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee shall be drawn on any Commercial Bank in India, in favor of the NS NIS, Patiala, payable at Patiala. In case of Bank Guarantee, the same is to be obtained from any commercial bank in India as per the format specified under Annexure V of the Bid Document.

8.6 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.

8.7 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.

8.8 SAI NSNIS 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 SAI NSNIS will 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.

8.9 Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bid, impairs or derogates from the bid or breaches 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. Furthermore, if successful bidder fails to furnish the required Performance Security and sign the contract / agreement within the period as specified by SAI NSNIS in the Letter of Intent/ Notification of Award (NOA), its Bid Security/EMD will be forfeited.

8.10 EMD of the unsuccessful bidders will be returned to them within 30 days of declaration of result of technical evaluation stage. Bid Security of the successful bidder will be refunded upon receipt of a performance security.

## 9) BIDDERS QUERIES AND RESPONSES THERETO

9.1 All enquiries from the Bidders relating to this RFP must be submitted exclusively to the contact person on the email id [directornsnis@gmail.com](mailto:directornsnis@gmail.com). The queries should be submitted in the following format:

To, SAI Netaji Subhas national Institute of Sports			
BIDDER'S REQUEST FOR CLARIFICATION			
Name of Organization submitting request		Name & position of person submitting request	Full formal address of the organization including phone and email points of contact.
			Tel:
			Email:
Sl. No.	Bidding Document Reference(s) (Clause number/page)	Content of RFP requiring clarification	Points of Clarification required.
1			
2			

9.2 A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may communicate the same with SAI NSNIS in writing. SAI NSNIS will respond in writing to such request in pre-bid conference as per the bid schedule. All enquiries should be submitted to SAI

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

9.3 SAI NSNIS 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. SAI NSNIS 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 meeting.

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

9.5 Amendments to Bidding Documents:

- I. At any point of time, prior to the deadline for submission of Bids, SAI NSNIS may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids.
- II. Such an amendment will be uploaded on SAI NSNIS website: and CPP portal of Government of India [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders are, therefore, advised to refer to SAI NSNIS website and CPP portal before submitting bids.

## **10) SUBMISSION OF BIDS**

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

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

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

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

10.5 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).

10.6 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.

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

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



- 10.9 The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
- 10.10 Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items/prices.
- 10.11 All terms and conditions in the bid document shall stand freeze on the date of opening of the bid.
- 10.12 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.

## **11) SCRUTINY OF BIDS**

- 11.1 The Purchaser/SAI NSNIS will examine the Bids to determine whether they are complete, whether the documents have been properly signed and stamped, and whether the Bids are generally in order. Each page of the bid document submitted by bidder shall be signed and sealed by the bidder or its authorized signatory.
- 11.2 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 lay down by SAI NSNIS.
  - VI. Any other reasons deemed fit by SAI NSNIS.

**Other Reasons for Rejection of Bid** - In addition to any other reasons stipulated in this RFP, Bids may be rejected if the Bidder attempts to influence the SAI NSNIS bid evaluation, bid comparison, or contract award decisions

## **12) MINOR INFIRMITY/IRREGULARITIES/NON-COMFOMITY**

If during the preliminary examination, the purchaser finds/identifies any minor infirmity and/or irregularity and/or non-conformity in a tender, the purchaser may reject the tender or may convey its observation on 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 provides evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

## **13) EVALUATION CRITERIA**

- 13.1 The Bids of bidders meeting the eligibility criteria at Annexure 1 (eligibility criteria), will be evaluated based on the Quality and Cost Based Selection (QCBS) method.
- 13.2 A Bidder must get a minimum of 60 marks (out of 100 marks) in the Technical Evaluation to proceed to opening of Financial/Price bid. The price bids of bidders scoring the minimum required marks of 60 in the Technical Evaluation Criteria will only be opened.
- 13.3 The Bid of the Bidder, who obtains the highest Combined Score(S) in the evaluation criteria as mentioned in Annexure III, will be rated as the 'Best Bid' and will be declared as the successful Bidder.
- 13.4 In the event, that one or more Bidders have the same S value, the bidder who scores

highest in 'Presentation' in Technical Evaluation criteria, will be rated as the 'Best Bid'. In case, the bidders 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'.

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

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

#### **14) DECLARATION OF SUCCESSFUL BIDDER**

14.1 Prior to the expiration of the validity period for the Bid, SAI NSNIS will notify the successful Bidder in writing by Notification of Award that its Bid has been accepted. SAI NSNIS will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and SAI NSNIS shall discuss and enter into a mutually agreeable final written form of the Service Agreement, and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Bidder and shall not have terms and conditions more onerous on the Service Provider than those contained in the RFP.

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

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

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

#### **15) PERFORMANCE SECURITY**

15.1 In order to ensure the due performance of the awarded contract, the Service Provider/Successful Bidder shall, within 14 (Fourteen) days of entering into the Service Agreement with SAI NSNIS, furnish an irrevocable bank guarantee (Annexure XI) for an amount of 03% of the accepted value of the contract ("Performance Security"), failing which an amount of 0.1% penalty per day of the contracted amount for a specified period not exceeding seven days. If the failure persists, SAI NSNIS may terminate the contract, and the bidder will be debarred from bidding for SAI NSNIS/SAI NSNIS RFPs in the future for a period of at least three years.

15.2 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 in the favor of the following account details, payable at Patiala specified place and is to be deposited in the office at **Netaji Subhas National Institute of Sports (SAI NSNIS)** and/or intimated to the office through mail.

Account Name: SAI NS NIS PATIALA  
Bank Name and Branch: State bank of India NS NIS Patiala  
Account No.: 55012350828

- 15.3 The format for performance security to be submitted in the form of a Bank guarantee is attached at Annexure XI.
- 15.4 The Performance Security shall be valid for a period of 60 (sixty) days from the date of expiry of all contractual obligations, including warranty obligations. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by SAI NSNIS. It may require revalidation from time to time.
- 15.5 All incidental charges whatsoever, such as premium and commission with respect to the Performance Security, shall be borne by the Service Provider. No interest will be payable on the Performance Security by SAI NSNIS.
- 15.6 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 SAI NSNIS, to comply with the requirements of the scope of work specified in this RFP, it shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by SAI NSNIS.

#### **16) SCOPE OF WORK & TIMELINES OF THE PROJECT**

- 16.1 The scope of the work requires the successful bidder to perform end-to-end implementation of the Learning Management System (LMS). The vendor will be responsible for solution design, implementation, functional testing, performance testing, deploying, hosting, maintaining, troubleshooting and supporting the LMS, as well as synchronization of all the components of the system.
- 16.2 The detailed scope of work during the contract period is mentioned in Annexure I.
- 16.3 The term of association shall be for 12 months from the date of execution of contract/agreement, or until completion of all contractual obligations as per RFP, whichever is earlier. SAI NSNIS 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 the satisfactory performance of the agency.

#### **17) TERMS OF PAYMENT**

After the vendor submits the final edited version of a LMS with the bill, it will be evaluated by the technical team of Organization.

Payment will be released in three phases:

- a) 10% payment will be released upon successful delivery of the LMS subject to the conditions of the contract.
- b) Next 40% payment will be released upon satisfactory completion at 6 months subject to the conditions of the contract.
- c) Final payment of 50% will be released upon satisfactory completion at 12 months subject to the conditions of the contract.

#### **18) OTHER TERMS AND CONDITIONS OF THE BID**

- 18.1 All information/details submitted to SAI NSNIS shall be supported by documentary proof duly certified by the authorized signatory of the Bidder.

- 18.2 Unless expressly authorized by SAI NSNIS in writing, the Service Provider shall not, without the prior express approval of SAI NSNIS, incur any liabilities on behalf of SAI NSNIS, pledge the credit of SAI NSNIS, or make any representations or give any warranty on behalf of SAI NSNIS.
- 18.3 The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by SAI NSNIS, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between SAI NSNIS and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against SAI NSNIS. Furthermore, it shall not, for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by SAI NSNIS.
- 18.4 The Bidder must strictly comply with all terms and conditions herein. SAI NSNIS reserves the right to call upon any or all the Bidders to satisfy SAI NSNIS regarding the correctness and genuineness of any document submitted or information furnished by the Bidder. SAI NSNIS may call for any additional documents/-information from the Bidders to verify the information provided by the Bidder or may 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. Furthermore, SAI NSNIS may call upon any or all the Bidders to make a presentation to SAI NSNIS regarding the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses or neglects to make such presentation to SAI NSNIS shall not be considered for any further evaluation and shall stand immediately disqualified.
- 18.5 The Bidder shall strictly comply with all the labor laws prevalent in the country as on date and shall not deviate from any provisions/rules/regulations.
- 18.6 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.
- 18.7 The Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of SAI NSNIS, such offices, and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of work.
- 18.8 Privileges: The following privileges shall be extended to the Service Provider:
- i. Performance certificate to be issued by SAI NSNIS to the Service Provider upon the satisfactory discharge of its services in respect of each Phase of the project.
  - ii. Successful completion certificate to be issued by SAI NSNIS after completion of contract to the satisfaction of SAI NSNIS.
- 18.9 Governing Law and Jurisdiction: The RFP and the relationship between the Bidder and SAI NSNIS 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 SAI NSNIS.
- 18.10 It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. SAI NSNIS shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Furthermore, 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 apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/bought over by another company during the contract phase. SAI NSNIS may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach of contract, has misrepresented, or becomes bankrupt or otherwise insolvent, and/or SAI NSNIS is not satisfied with the work of the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which

has accrued or will accrue thereafter to SAI NSNIS. However, in the event SAI NSNIS, wishes to terminate for convenience, it shall serve a notice period of 30 (Thirty) days to the Bidder, without any cost and/or liability.

18.11 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 SAI NSNIS and personal employed by the Bidder. The relationship between SAI NSNIS and the Bidder shall be on principal basis only.

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

## **19) PENALTY**

19.1 In case the Service Provider/resource deployed fails to commence/execute the work as assigned to them or shows unsatisfactory performance even after formal warning, SAI NSNIS 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 than 10% of the total project value.

19.2 If the performance continues to be poor beyond, what is stipulated in 19.1 above SAI NSNIS reserves the right to:

- i. Cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the SAI NSNIS.
- ii. The Service Provider shall be debarred from participating in such type of tender and their Performance Security may also be forfeited—invoked, if so warranted as per procedures defined in GFR 2017.

19.3 No Penalty will be imposed for delay attributable to SAI NSNIS or reasons or reasons which fall within the definition of Force Majeure as per clause 26 of this RFP.

19.4 The Purchaser will make payment after necessary deductions of penalties make

19.5 For delay in service deliverables reasons not pertaining to selected bidder, the Purchaser shall a decision on extension of such timelines, and no decision on levy of penalty is required.

## **20) GENERAL TERMS AND CONDITIONS**

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

20.2 SAI NSNIS reserves the right to modify and amend any of the stipulated condition/criterion given in this RFP, depending upon project priorities vis-à-vis urgent commitments.

20.3 SAI NSNIS also reserves the right to accept/reject a bid, to cancel/abort RFP process and/or reject all bids at any time prior to award of work without thereby incurring any liability to the affected

agencies on the grounds of such action taken by SAI NSNIS.

- 20.4 SAI NSNIS may not award any work to the any bidder at its own discretion without assigning any reason thereof.
- 20.5 Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 20.6 The decision of SAI NSNIS arrived at during the various stages of the evaluation of the bids is final & binding on all bidders. Any representation towards these shall not be entertained by SAI NSNIS. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.
- 20.7 In case the bidder is found in -breach of any condition(s) of RFP at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- 20.8 Any attempt by bidder to bring pressure towards SAI NSNIS's decision making process shall disqualify the Bidder from participation in the present RFP, and those Bidders may be liable to be debarred from bidding for SAI NSNIS /SAI NSNIS RFPs in future for a period of at least three years.
- 20.9 Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on SAI NSNIS.
- 20.10 Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/incorrect, their total bid shall be summarily rejected, and no correspondence on the same, shall be entertained. SAI NSNIS will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.
- 20.11 Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document, shall be short-listed for further evaluation.
- 20.12 It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to debarring from bidding for SAI NSNIS /SAI NSNIS RFPs in future for a period of at least three years.
- 20.13 Bidders are requested to share information which is true and based on some tangible proof

## **21) PATENTS, COPYRIGHT & INTELLECTUAL PROPERTY RIGHTS, SOURCE CODES**

- 21.1 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 SAI NSNIS/Purchaser.
- 21.2 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 SAI NSNIS/Purchaser fully indemnified in this regard and shall defend Purchaser against that claim at the Bidder's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Bidder.

21.3 At the end of the contract period, final documentation shall be provided by the selected bidder to Purchaser with all updates and modifications, failing which may lead to revoking the performance security by Purchaser.

21.4 The Bidder agrees and acknowledges that all Intellectual Property Rights of work created by the Bidder in pursuance to this RFP/Tender Documents shall stand vested in favor of SAI NSNIS for all purposes.

## **22) HANDOVER**

22.1 The selected bidder shall prepare a handover policy which shall be approved by Purchaser.

22.2 The handover shall be done by Purchaser at the end of the contract as per the policy document and other remedial changes required, if any, at the end of the contract period with the approval of Purchaser.

22.3 Handover shall include all official material (soft and hard copies), if any and any related documents.

22.4 Non-compliance may lead to forfeiture of due payments and performance security/bank guarantee, and other necessary actions as may deem fit to Purchaser.

## **23) REPRESENTATIONS AND WARRANTIES**

23.1 SAI NSNIS, along with its employees, representatives, advisers, make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment, or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

23.2 SAI NSNIS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

23.3 The Bidder declares that all the information provided is truthful information without concealment of any facts. In case, at any stage, it is found that any information given by the Bidder is false-/incorrect-/concealed, then SAI NSNIS shall have the absolute right to take any action as deemed fit, including but not limited to dropping the Bidder from consideration for award of work and/or debarment/blacklisting etc. without incurring any liability to the affected bidder(s) on the ground of SAI NSNIS/MYAS's action.

23.4 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.

## **24) INDEMNIFICATIONS AND LIABILITIES**

24.1 The bidder shall fully indemnify, hold harmless and defend MYAS/SAI NSNIS and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third-party claim, including claims for infringement of Intellectual Property Rights, which arise out of or relate to:



- i. Any breach of any representation or warranty of the bidder contained in the RFP,
- ii. Any breach or violation of any covenant or other obligation or duty of the bidder under this RFP. SAI NSNIS accepts no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance of any Bidder upon the statements contained in this RFP

24.2 SAI NSNIS reserves the right to accept or reject any or all proposal(s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s) on the ground of SAI NSNIS action.

24.3 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SAI NSNIS or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder, and SAI NSNIS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.

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

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

24.6 The Successful Bidder shall always indemnify and keep indemnified SAI NSNIS against and any claims by Employees in respect of wages, salaries, remuneration, compensation, or the like.

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

## **25) TERMINATION**

SAI NSNIS 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 SAI NSNIS a false statement which has a material effect on the rights, obligations, or interests of SAI NSNIS.
- VII. Any other reason as deemed fit by SAI NSNIS

The Successful Bidder may terminate the Agreement, by serving a 60-day written notice in advance to



SAI NSNIS, 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, SAI NSNIS reserves the right to forfeit the Performance Security after due evaluation.

## **26) FORCE MAJEURE**

26.1 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics quarantine restrictions lockdowns and freight embargoes. The Successful Bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.

26.2 If a Force Majeure situation arises, the Successful Bidder shall promptly notify SAI NSNIS in writing of such conditions and the cause thereof within 7 (Seven) days of occurrence of such event. Unless otherwise directed by SAI NSNIS 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.

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

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

## **27) DISPUTE SETTLEMENT MECHANISM**

All disputes or differences arising out of or in connection with the present contract, including those connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions. SAI NSNIS and the Successful bidder shall make every effort to amicably resolve 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 SAI NSNIS 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. The award of such Arbitration Tribunal shall be enforceable in Indian courts only. In the case of a dispute or difference arising between SAI NSNIS 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 this, 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 SAI NSNIS.

**Venue of Arbitration:** The Sole Arbitrator shall have its seat in New Delhi.

The Arbitration proceedings will 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.

## **28) APPLICABLE LAW**

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

## **29) RESERVED RIGHTS**

SAI NSNIS reserves the right to.

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

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

SAI NSNIS will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if SAI NSNIS 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 SAI NSNIS 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 & 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 SAI NSNIS, for the purpose of this RFP.
- Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP;
- Satisfy itself as to the correctness and sufficiency of the RFP.
- Bidders to this RFP or their agents shall not make any contact with any party employed by or directly associated with SAI NSNIS or any of its government partners in relation to this RFP. Any clarifications and all information will be via e-mail only to [directornsnis@gmail.com](mailto:directornsnis@gmail.com). No queries shall be entertained by SAI NSNIS after scheduled date and time mentioned in Bid schedule of the RFP.

## **30) 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, SAI NSNIS: -

- Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, 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, from being awarded a contract by SAI NSNIS, if, at any time, it determines that the firm has engaged in corrupt, fraudulent, collusion, coercive practices or gross/deliberate negligence in competing for, or in executing

the contract.

- SAI NSNIS reserves the right not to conclude the Contract, and in case contract has been issued, terminate the same, if found to be obtained by any misrepresentation, concealment, and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited, and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated.
- Without prejudice to the rights of SAI NSNIS as stipulated hereinabove and the rights and remedies which SAI NSNIS may have under this contract, or otherwise, if a Bidder is found by SAI NSNIS 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 SAI NSNIS 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.

### **31) 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 SAI NSNIS, result in the rejection of its Bid. The Bidder shall further ensure that such financial and legal advisors or any other employees, representatives of the Bidder maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.

The Bidder is not authorized to waive or release any privileged information obtained from or on behalf of SAI NSNIS. The Bidder is required to maintain the confidentiality of all privileged information. This requirement is perpetual i.e., it will continue even after the termination of the relationship between the Bidder and SAI NSNIS. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of SAI NSNIS or its successors or assignees, including work product prepared at SAI NSNIS's expense, for other clients of the Bidder without the prior written approval of SAI NSNIS. The Bidder is not authorized to identify SAI NSNIS as a client for the purposes of marketing or for advertising, without the prior written approval of SAI NSNIS. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on behalf of SAI NSNIS or any copies thereof to SAI NSNIS. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship with SAI NSNIS without the prior written approval of SAI NSNIS.

All information and documents that are furnished by the Bidder will be treated as strictly confidential by SAI NSNIS and shall not be disclosed by SAI NSNIS to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

## **ANNEXURE "I": TERMS OF REFERENCE**

### **1. BACKGROUND**

The e-Khel Pathshala project aims to integrate sports in education and to provide multi-sports disciplinary training to school going students and upskill Physical Education Teachers (PETs) in various sports

Disciplines irrespective of their geographical location, e-Khel Pathshala will:

- Utilize a technology platform to host curated content, milestone based virtual skill assessments and objective assessments.
- Video content will be created with multi language audio track to engage with the audience and provide content to user in their language of choice.
- It will train PETs and create a pool of pedagogically trained teachers
- Thereon, children in the target audience will be introduced to and trained in sports disciplines

e-Khel Pathshala LMS will

- Host curate content, milestone based virtual skill assessments and objective assessments
- Web and Mobile Application based model.
- Will host Video content created with multi language audio track to engage with the audience and Provide content to user in their language of choice.
- Train PETs and create a pool of pedagogically trained teachers
- Target children as audience and they will be introduced to and trained in multiple sports disciplines
- Provide multiple access levels for learners, course managers, assessors, institutional heads or Managers, and administrations
- Assist in preparing their learning paths with specific goals and milestones
- Motivate learners to study and keep notes on their courses while providing tools for communication Among themselves and their educators through online forums, chat rooms etc.,

### **2. ELIGIBILITY CRITERIA**

1. The bidder should have a valid ISO 9001 and/or ISO 27001 certification, as on the date of submission of bid. Relevant documents to be submitted as proof.
2. The bidder organization should have been specialized in learning solution development and content development for the last three years from the date of issue of RFP. The bidder should have successfully deployed learning solution and contents for at least three firms/educational institutions during the last three years. Related documents such as Purchase Order copies, reference letters with contact details of customer in-charge should be submitted as part of the proposal.
3. The cloud service provider shall be a valid empanelled provider in MEITY (The Ministry of Electronics and Information Technology) list. Document to be submitted to this effect.
4. The Bidder must be incorporated or registered in India under the Indian Companies Act, 1956 (including Section – 25 of the Act) OR the Partnership Act, 1932 OR Societies Registration Act 1860 OR the Indian Trusts Act 1882/its equivalent in the respective states OR Proprietorship entities having a PAN of the Income Tax department, Government of India. Relevant documents of registration should be submitted as part of the proposal.
5. The Bidder should have been in existence i.e., legally registered /established, and operative for a period of at least 3 years as of 31-March-2023.
6. The Bidder in case of Private/PSU/Govt. Company/Commercial Organization/Autonomous Body should have an annual turnover of at least Rs. 50 Lakhs as of 31-March-2023 as evidenced by the audited accounts of the organization.

7. The Bidder should not have been blacklisted by the Central, any State/UT Government, or any central or state Government agency as on the date of issue of this RFP or during the subsequent bid processing and evaluation.
8. Only those Bidders who meet the eligibility criteria specified above will be eligible to respond to this RFP. The Bidder's bid shall contain the relevant information and supporting documents to substantiate the eligibility of the Bidder.

### **3. 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. ISO 9001 and/or ISO 27001 certification document.
4. Purchase Order copies and reference letters from at least 3 firms.
5. Document certifying valid empanelment in MEITY of the cloud service provider.
6. 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.
7. Audited and certified financial statements for the financial years 2020-21, 2021 - 2022 and 2022-23 (please include the sections on Profit & Loss (P&L)/Income and Expenditure, Turnover, 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.
8. 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.
9. 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.
10. Proof for Organization's Income Tax PAN and VAT/Service Tax number.
11. Profile of the Organization giving relevant details of nature of work, experience, infrastructure, resources turnover, profit, and loss etc.

### **4. SCOPE OF SERVICES**

To achieve the above stated objectives, the Purchaser is inviting proposals for selecting a fit for purpose LMS and a vendor to implement the system. The vendor thus selected should be able to perform end-to-end implementation of the system based on the requirements listed below. The vendor will be responsible for solution design, implementation, functional testing, performance testing, deploying, hosting, maintaining, trouble shooting and supporting the LMS and synchronization of all the components of the system.

Successful vendor selected based on the evaluation criteria specified in this RFP should

1. Provide 15000 users with license management for 12 months with a concurrency user assumption of 10 – 20%.
2. Option to increase number of users with license management on pro-rata basis.
3. Web based and Mobile Application based Model
4. Allocate 20% of the bid amount towards feature development and UI/UX changes during the contract period.
5. Redirect the LMS to the custom domain of the Purchaser's choice.
6. Enter into the Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) with the Purchaser in the format provided by the Purchaser.
7. Migration of existing data, Migration strategy, Migration Plan, Pre and Post migration

## 8. Reconciliation and Audit supporting the new system.

Following are the key functional requirements of e-Khel Pathshala

### 1. Login and authentication management

- All profiles should be able to accommodate login authentication method
- Authentication method should not alter the user experience or restrict functionality
- Ability to integrate registration and validation with external government platform such as UDISE+

### 2. User Management

- Registration form for new interested learners
- Course enrolment/un-enrollment, course progress should be available
- Able to manage user roles and privileges to an activity level
- Reporting and enrolment hierarchy
- Workflow Driven Processes for learning access
- Workflow Driven Processes for learning access
- Learner groups with teacher mapping can be created that is retained throughout the learning path
- Platform allows teachers to be mapped to cohorts rather than all course learners.
- Scheduling virtual assessment process

### 3. Organization Management

- Ability to create different LMS tenants to cater to extended learning partner structures (tenant)
- Each tenant shall be bound by the minimum frameworks and standards being put in place by the central tenant to achieve standardization in the learning outcomes
- Option to manage tenants centrally from users' content management, access management and reports
- Created tenants (Learning Partner) can have their own UI (Logo, background images for learners, color scheme, language etc.)
- Capable to manage tenant workflow centrally for all created tenants

### 4. Communication Management

- Users should be able to communicate with their cohort members, assessors, Manager, administrators etc.,
- Supports internet-based messaging systems like WhatsApp, Signal etc., SMS based communication, Emails
- Communication method can be selected, activated and/or deactivated at course level by learners, course managers and administrators
- Opportunities for webinars, online and classroom training sessions

### 5. Content Delivery Management

- Platform shall follow uniform taxonomy for tagging of content. This shall enable universal search on the platform and shall help teach partners to share content among themselves.
- Platform offers the ability to create course and learning paths directly within the platform.
- Platform offers an easy-to-use course builder, preferably with a drag-and-drop interface.
- Videos should be hosted on a CDN based video delivering platform
- Video assignments submitted by students should be automatically upload on the CDN based video delivering platform and be available to assessors without the need to download the file.
- Video delivering platform should have auto adjustable resolution based on bandwidth

- Video delivering platform should have options to select audio track or subtitle track
- Platform offers the ability to bulk upload multiple assets at once.
- A simple but effective certification module that allows multiple sizes of font and picks up data from the system.
- Platform offers the ability to integrate discussion forums/chat boxes into courses.
- Automatic movement of students in the learning path per Learning Path.
- Platform offers the ability to assess learners based on the stage of their learning journey without changing their access levels for other courses.
- Platform offers the ability to build quizzes containing true/false, multiple choice, and short answer questions.
- Platform is SCORM 1.2 compliant, which allows KI e-Khel Pathshala to upload interactive SCORM packages.
- Platform is xAPI compliant, which allows KI e-Khel Pathshala to upload interactive xAPI packages, which will be mobile friendly.
- Platform offers teachers a different access that allows them to see the courses they are teaching and tasks they need to complete.
- Platform offers the ability to upload and embed presentations, documents, and videos.
- Platform offers the ability to upload video based virtual assignments at a touch of a button, apart from the ability to upload videos towards virtual assignments.
- Platform offers the ability for the KI e-Khel Pathshala to connect with its learners through virtual live sessions.
- Platform offers the ability to track and export reports on completion rates in a course.

## 6. Report Management

- Platform offers the ability to collect learner feedback through survey methods embedded in the courses itself and report it at regular time to the content managers and teachers
- Platform offers the ability to track and export reports on learner progress in courses.
- User based reports and dashboards based on roles of users
- Search within reports
- Export data to excel
- Save and print reports and dashboards to multiple formats including excel, PDF and flat text

## 7. End User Documents

- Preparation and maintenance of end-user documents including but not limited to user manuals. The manuals and documents etc. shall be in English and in soft and/or hard copy and equal to the number of the deliverables/modules. Some of the indicative manuals are:
- Operations Manual providing instructions for installing the application/ software tools, troubleshooting, interpreting message logs, and FAQs (Frequently Asked Questions).
- Maintenance Manuals
- Administration Manual
- Security Manual
- Applications and Web Portal Training Manual and others (if any) as per acceptable standards
- Systems Manual detailing the data structure, table, forms, and report structures.
- Trouble Shooting Guide/ Handbook for helpdesk which describes the various trouble shooting method

## 8. Capacity Building

- The bidder deployed team shall create and maintain the functionality of capacity building by equipping stakeholders to ensure success of e-Khel Pathshala LMS
- The bidder deployed team shall prepare module specific training manuals and submit the same to E-Khel Pathshala PMU for review and approval. Any revision in the training manual/ instruction manual should be done in discussion and post approval with the E-Khel Pathshala PMU.
- The bidder deployed team shall update and maintain a digital repository of the training manuals,

procedures manual, deployment/ Installation guides etc. to reflect the latest changes to the solutions implemented.

- All the content should be hosted on the learning portal and made available to the users
- The bidder deployed team shall be required to develop e-Learning modules for all the key components of e-Khel Pathshala workflows. These e-Learning modules should be easily accessible in form of videos, audio-visual learning's along with written documents, which shall be available as online training materials to its key system users as and when needed. All the training contents / manuals created for different modes of trainings shall reside as e-Learning modules to enable anytime anywhere learning.

#### 9. Certificate Management

- Certificate Templates completed with individual learner's results (minimum: name, pass mark, date)
- Ability to assign a certificate to a piece of content or curriculum and link it to completion an achievement of a set pass mark
- Ability for Admin to edit Certificate(s)
- Manage system generated certificates AND externally generated certificates
- Ability to e-mail certificates to learners
- Ability to integrate certificate with external government platform such as Digilocker
- Automated recertification email reminders
- Ability to verify the certificate by external parties without logging in



## **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 IX.

<b>SN</b>	<b>Criteria</b>	<b>Document to be submitted online</b>
I.	General Documents	
1	Bid Security	Required Documents for EMD/Bid security as per clause 8 of RFP.
2	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per Annexure IV.
3	Authorized Signatory	Scanned copy of Power of Attorney in favor of Authorized signatory of Bidding Documents. OR Signed and scanned copy of Board resolution in favor of Authorized signatory of the bidder. (Sample Attached at Annexure VI)
4	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
5	Annexure VIII regarding annual turnover	Scanned copy of Annexure VIII
II.	Evaluation Criteria Documents: Criteria as Mentioned in Annexure III	
6	Past Experience	Annexure VII along with Work Order + Completion Certificates/ payment proof from client /certification from a Chartered Accountant certifying at least receipt of one payment in the claimed project.
7	Approach & Methodology	The presentation should be submitted along with the proposal in pdf format and if necessary and if the situation permits the service provider shall be asked to formally present the same through online medium or in person

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

Bid amount/Performance security at the discretion of SAI NSNIS.

### **ANNEXURE 'III' | EVALUATION CRITERIA**

The technical bid of each eligible Bidder shall be evaluated in accordance with the following methodology:

SN	Parameters	Maximum Marks	Break-up of Score
1*	Past experience of delivering projects of a similar nature (i.e e-learning)	25	The firm/ bidder will be evaluated based on execution of projects of similar scale: Cumulative value of projects in similar work area (in private and Government organization) in last 3 years ending March 2023 is: Less than 10 Lakhs: 5 Marks 10 Lakhs and above but less than 15 Lakhs: 15 Marks 15 Lakhs and more: 25 Marks (Complete /partial completion certificate with all relevant details must be provided, clearly specifying the nature of work. Work relating to development of LMS)
2*	Relevant experience in e-Learning platform (preference in Sports)	25	15 marks for relevant- Learning Platform experience Additional 5 marks for each e-learning platform developed for sports (Maximum 2 sports may be specified)
3	Annual Turnover	10	Average annual turnover of the bidder in the last three years (2019-20 ; 2020-21 ; 2021-22) :- 1) 0 Marks if <Rs. 71,01,000 2) 5 Marks if > Rs. 71,01,000 or <Rs. 94,68,000 3) 10 marks if > Rs. 94,68,000.
4	Presentation	40	Most innovative and time efficient ideas brought to the table will be awarded the highest score, the evaluation panel's decision will be final. The presentation shall be evaluated on the below parameters Understanding of Scope - 10 marks Approach and Project Plan - 15 marks Innovation/ Use of technology - 15 marks

Note:

A Bidder must get a minimum of 60 marks (out of 100 marks) in the Technical Evaluation to proceed to opening of Financial/Price bid. The price bids of bidders scoring the minimum required marks of 60 in the Technical Evaluation Criteria will only be opened.

Documentation required against each criterion is detailed in Annexure II.

\*For 1 and 2, respective work orders along with completion certificate (or payment proof) to be submitted.

### **Financial Bid Evaluation Process**

Quality and Cost Based Selection (QCBS) method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score (ST) in accordance with the marks obtained during the technical evaluation stage.

There shall be 70% weight age to technical score and 30% weight age to financial score. For calculation unit costs will be assumed for calculation.

The individual bidder's financial score (SF) will be evaluated as per the formula given below:

- $SF = [F_{min} / F_b] * 100$  (rounded off to 2 decimal places) where,
- SF = Normalized financial score of the bidder under consideration.
- $F_{min}$  = Minimum financial quote among the technically qualified bidders
- $F_b$  = Financial quote of the bidder under consideration
- Combined Score (S) =  $ST * 0.7 + SF * 0.3$
- Where ST = Technical score secured by the bidder.
- Where SF = Financial score secured by the bidder

The bidder securing the highest evaluated Combined Score (S) will be awarded the contract observing due procedure.

## ANNEXURE'IV' | BID SUBMISSION FORM

To,

**Netaji subhas national institute of Sports.**

Sub: PROVIDING AND SETTING UP A LEARNING MANAGEMENT SYSTEM (LMS) UNDER E-KHEL PATHSHALA PROJECT

Dear sir,

1. With reference to the RFP dated \_\_\_\_\_ for the above captioned project, and clarification issued by SA NSNIS, thereof, I/We \_\_\_\_\_ having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with NSNIS (Netaji Subhas National Institute of Sports) as **Selection of Project Management Unit for PROVIDING AND SETTING UP A LEARNING MANAGEMENT SYSTEM (LMS)** as per terms mentioned in this RFP.
  2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
  3. This statement is made for the express purpose of this RFP and for associating with NSNIS for the afore NSNIS Project.
  4. I/We shall make available to NSNIS, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
  5. I/We acknowledge the right of the NSNIS, to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
  6. I/We agree to keep our Bid valid for acceptance for 75 (Seventy-five) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the (put in date) \_\_\_\_\_ and this Bid may be accepted any time before the expiry of the afore NSNIS period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the (put in date) \_\_\_\_\_ shall constitute a binding contract between us. I/We, acknowledge and agree that NSNIS shall be entitled to forfeit the performance security without protest and demur in case of any breach of terms and conditions of RFP/Agreement by us.
  7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
  8. I/we certify that we fulfill the "Fit and Proper Person" criteria as mentioned in this RFP document.
  9. I/we understand that NSNIS may cancel the Selection Process at any time and that NSNIS neither bound to accept any Proposal that NSNIS may receive nor to select the Bidder without incurring any liability to the Bidders.
  10. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney/Board Resolution is enclosed)
  11. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.
- I declare that:
- a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by NSNIS.
  - b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with NSNIS or any other public sector enterprise or any government, Central or State; and
  - c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive

practice.

d. It is certified that the bidder is not directly related to any employee of Netaji Subhas National Institute of Sports/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if

- a. They are members of a Hindu undivided family; or
- b. They are husband and wife; or
- c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

(Signature, name, and designation of the authorized signatory)

(Name and seal of the Bidder)

## ANNEXURE 'V' | BANK GUARANTEE FORM FOR BID SECURITY

Whereas \_\_\_\_\_ (hereinafter called the "Bidder") has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the "Bid") against the purchaser's Bid Reference No. \_\_\_\_\_

Know all persons

by these presents that we \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ (Hereinafter called the "Bank") having our registered office at \_\_\_\_\_

\_\_\_\_\_ are bound unto Netaji Subhas National Institute of Sports, Patiala (hereinafter 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 Seal of the Bank this \_\_\_\_\_ day of 20\_\_\_\_. The conditions of this obligation are:

(1) 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.

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

- a) Fails or refuses to furnish the performance security for the due Performance of the contract.
- or
- b) 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 it owing 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 + 45 days) 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 authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

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

ANNEXURE 'VI' | POWER OF ATTORNEY (SAMPLE)

(Note-Board resolution in case of company)

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

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

IN WITNESS WHEREOF WE, ..... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF , 2023.

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

1.

2.

Notarized Accepted

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

Notes:

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 100 (Hundred) and duly notarized by a Notary Public.*

## **ANNEXURE 'VII' | ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER**

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

(i)	Assignment Name	
(ii)	Type of Project	
(iii)	Name, Contact No. & email of the Purchaser Representative:	
(iv)	Year in which Project took place	
(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.
2. Please provide proof of eligible projects undertaken with a copy of Successful Completion Certificate attached from the Purchaser. In case Successful Completion Certificate is not available, copy of work order/copy of agreement along with bank statement in respect of the same countersigned by CA must be submitted. The submitted testimonial MUST contain detailed description of work (Scope of Work and TOR) carried out by the Bidder.



## ANNEXURE 'VIII' | ANNUAL TURNOVER

S.NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)
1.	2020-21	
2.	2021-22	
3.	2022-23	

**Certificate from the Statutory Auditor**

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

**Name of the audit firm:**

**Seal of the audit firm Date:**

(Signature, name and designation of the authorized signatory)

Note:

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder.
- In case audit of the firm is pending for the FY 2022-23 is pending, provisional accounts certified by CA may be considered. Audited accounts and report prior to 2020-21 will not be accepted.

## **ANNEXURE 'IX' | 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. SEARCHING FOR TENDER DOCUMENTS**

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

### **3. PREPARATION OF BIDS**

- 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 may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- IV. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### 4. SUBMISSION OF BIDS

- I. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- II. The Bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- III. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- IV. 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 'X' | PRICE BID FORMAT**

<b>Line Item</b>	<b>Quantity</b>	<b>Specification</b>
Learning Management System	01	15000 Users with License Management as per RFP

**The Financial bid shall submit in the BoQ XLS sheet which is already uploaded in the CPP Portal along with the tender document.**

- All work should be carried out in consultation with designated committee of SAI NSNIS.

**Note:**

- a. GST as applicable on date shall be paid extra by SAI NSNIS on submission of documentary proof at the time of submission of invoices.
- b. No conditions should be attached to the price proposal.
- c. The amount should be quoted in both figure and words. In case of discrepancies in the prices mentioned in the figure and word, the prices mentioned in the words shall be considered as final price.
- d. The bidders are also required to give detailed cost analysis in support of lump sum cost in financial bid if clarification ask by the purchaser.
- e. The bidder shall quote the cost(s) is inclusive of all Government taxes/ duties/ levies/cess etc.

Signature of the Agency:

Address:

Date:

## **ANNEXURE 'XI' | - BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as afore SAI NSNIS, 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 SAI NSNIS debt from the supplier before presenting us with the demand.

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

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

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

.....

Name and designation of the officer

.....

.....

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

## ANNEXURE 'XI' | - DRAFT CONTRACT AGREEMENT FORMAT

Contract No \_\_\_\_\_ dated \_\_\_\_\_

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

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

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

Schedule Nb	Brief description of services	Total Charges	Period of contract	Total contract value

Taxes, if any \_\_\_\_\_

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

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

(Signature, name and address  
of the SAI NSNIS'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: