

Netaji Subhas National Institute of Sports

"REQUEST FOR PROPOSAL"

For

Selection of Content Management Agency for e-Khel Pathshala

RFP Ref: 09-07/761/2023-NS NIS Patiala-Academics Division

Date of Publication: **12.02.2025**

**Netaji Subhas National Institute of Sports(NSNIS)
Old Moti Bagh,
Patiala-147001**

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A. DISCLAIMER

1. The information contained in this Request for Proposal Document (hereinafter known as "RFP Document") or subsequently provided to Bidders in documentary form by or on behalf of 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 and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
2. This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities, who are qualified to submit their Proposal ("Bid"). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for NSNIS Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.
3. This RFP contains information about the scope of work and the qualification process for the selection of the Bidder. The purpose of this RFP is to provide interested parties with information to facilitate the formulation of their bid pursuant to the Bid notice.
4. SAI and/or its 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.
5. The Representatives make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the RFP Document.
6. 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.
7. The issue of the tender documents does not imply that the procuring entity is bound to select bid(s) and it reserves the right without assigning any reasons to reject any or all of the Bids and cancel the tender process.
8. Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
9. The Authority, its employees and advisers make no representation or warranty as to the accuracy, reliability or completeness of the information in this bid 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.

10. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the PMC and the Authority reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
11. The Authority reserves the right to, but without being under any obligation to do so, amend or supplement the statements, information, assessment or assumptions contained in this bid at any time during the bidding process by way of revision, deletion, update or supplement and annulment through issuance of appropriate addendum as the Authority may deem fit without assigning any reason thereof.
12. No objections raised by any Bidder(s) or any third party to such changes/modifications/additions/alterations as provided above, whether explicit or implicit, shall be entertained. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by the Authority.
13. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority 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 for submission of the Bid, regardless of the conduct or outcome of the Selection Process.
14. The Authority reserves its right to withdraw from the process at any stage of the process and/or modify the process or any part thereof or to vary any terms at any time or stage without assigning any reasons whatsoever. In such an event, no financial obligation of whatsoever nature shall accrue to SAI or any of its respective officers, employees, advisors or agents.
15. This RFP Document is not transferrable.
16. This RFP document supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications. The Bidders shall bear all its costs associated with or relating to the preparation and submission of Proposal pursuant to this RFP.
17. SAI also accepts 'no liability' of any nature, whether resulting from negligence or otherwise howsoever caused, arising from the reliance of any Bidder upon the statements contained in this RFP.

1. NOTICE INVITING TENDER

Netaji Subhas National Institute of Sports, Patiala, (hereafter referred as "NSNIS") an academic wing of the Sports Authority of India invites Online Bids from eligible Firms to enter into contract with NSNIS as Content Management Agency for the development of content of e-Khel Pathshala. The detailed scope of work and deliverables are mentioned in ANNEXURE 'I', Terms of Reference for the Consultancy Services(TOR),of this RFP. The bidder must go through the complete tender documents and RFP before submission of their Bids.

2. BID SCHEDULE & DATASHEET

Date of Publication	12.02.2025
Bid document download start Date	12.02.2025
Last date and time of submission of queries for Pre-Bid Conference	19.02.2025 at 05:00 PM to e-mail: ekhpathshalansnis@gmail.com
Virtual Pre-Bid conference	24.02.2025 at 11:30 AM (ZOOM PLATFORM) https://us06web.zoom.us/j/7309346053?omn=89771441400 Meeting ID: 730 934 6053 Passcode: 12345
Bid submission Starting date	12.02.2025
Bid submission end date and time	Date: 03.03.2025, Time: 05:00 PM.
Bid Validity Period	75 days
Earnest Money Deposit (EMD)/ Bid Security	Rs. 4,65,000/-
Mode of Submission	Online (CPP Portal)
Opening of Technical Bid date	04.03.2025
Method of selection	Quality and Cost Based Selection (QCBS)
JV/Consortium/Subcontracting	Not Allowed
E-mail for all correspondence	ekhpathshalansnis@gmail.com

B. INSTRUCTIONS TO BIDDERS

3. GENERAL INSTRUCTIONS TO BIDDERS

3.1 The Bidders can download this RFP from the on NSNIS Website: **www.nsnis.org**, subsequently, bid must be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in Clause 2 of this RFP. The RFP is neither agreement nor offer to prospective bidders or any party here under.

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

- a. "Purchaser" means the organisation purchasing services as incorporated in this document i.e., Netaji Subhas National Institute of Sports (NSNIS).
- b. "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer-to-offer services in accordance with the terms and conditions set out in this RFP.
- c. "Agency", "Firm", "Company", "Bidder", "Consultant", "Service Provider" means any registered entity or person or associations of persons who submit their proposals for providing Services in accordance with this RFP.
- d. "Services" means services as mentioned in this document and other such obligations of the supplier covered under the contract.
- e. "Notification of Award" or "NOA" means the letter issued by NSNIS to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
- f. "Contract" means the written agreement entered between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc., therein.
- g. "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them.
- h. "RFP" means this Request for Proposal issued by Netaji Subhas National Institute of Sports for the purpose as mentioned in this document.
- i. "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as interest free Security Deposit.
- J. All the words and definitions defined in this clause shall have the define meaning. The rest of words shall be as per Grammar.

3.3. Due Diligence by the Bidders

- a. Bidders may before submitting their Proposals, examine the requirements at their own expense and obtain and ascertain for themselves, at their responsibility and other information necessary for preparing their Proposals.
- b. Bidders shall be deemed to have full knowledge of the requirements of the work. SAI will not accept any responsibility or liability for any errors, omissions, inaccuracies, or errors of judgment concerning information or materials provided by SAI in this RFP Document or otherwise, with respect to this Project. Although such information and materials are to the best of the SAI's belief, however, their verification is the sole responsibility of Bidder.

- c. Neither SAI, nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information provided nor will have any liability to any bidder which may arise from or be incurred or suffered in connection with anything contained in this RFP and the award of the work or otherwise arising in any way from the selection process.

4. LANGUAGE OF BID

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

5. DOCUMENTS TO BE SUBMITTED

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

6. ELIGIBILITY CRITERIA

6.1 Each Bidder should qualify against all the pre-qualification/eligibility criteria as detailed in Clause 1 of **Annexure III- Eligibility & Evaluation Criteria.**

6.2 Bids of the Bidders, who do not meet the required Qualification/Eligibility Criteria mentioned in this RFP, shall be treated as non – responsive and their bid will not be considered at all for technical evaluation process.

7. EVIDENTIAL VALUE OF RFP

This RFP is no more than a request for proposal, and it does not and is not intended to constitute a contract or a grant of any rights or licenses, or an offer which is capable of acceptance by any Bidder or any other person. The grant of any rights or formation of any contractual relationship shall be conditional upon acceptance by NSNIS of the Bidder's Bid and the execution of the Service Agreement by both NSNIS and the Bidder/Service Provider. The purpose of the RFP to provide the bidders with information to assist them in participation in the tender process.

This RFP is only illustrative in nature and all narrations are intended to be used by the Bidder as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and NSNIS reserves the right to withdraw the RFP and/ or add, amend, review the requirements or information contained in this RFP at any time prior to the submission of the Bid.

Upon selection of a Bidder by NSNIS, the Service Provider shall enter into a detailed contract/agreement ("**Service Agreement**") incorporating the provisions of this RFP and the successful Bid.

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. NSNIS reserves the right to renew/extend the contract in writing for a period of another one (1) year at the same price, terms and conditions in this tender subject to satisfactory performance of the agency.

8. BID VALIDITY

The Bid shall remain valid for acceptance for a period of 75 days (Seventy Five days) after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, if the contract is not finalised, NSNIS reserves the right to request for extension of bid validity without changes in any terms and conditions of the RFP.

In exceptional cases, the Bidders may be requested by NSNIS to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.

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

9. BID PRICES

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

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

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

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

10. EARNEST MONEY DEPOSIT

10.1 The bidder shall furnish EMD for an amount as shown in the Clause 2 of the RFP. The EMD is required to protect the Purchaser against the risk of the bidder's unwarranted conduct. Non submission of EMD will be considered as major deviation and bid will not be considered.

10.2 In case, as per notification of Government of India, the bidder falls in the category of exemption of EMD, it should furnish the relevant notification along with required documents like valid Registration Certificate etc.

10.3 The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs.

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

a) Account Payee Demand Draft in favour of "Senior Executive Director, Netaji Subhas National Institute of Sports, Patiala"

b) Fixed Deposit Receipt

c) Banker's cheque / Pay Order

d) Bank Guarantee (including e-Bank Guarantee) from any of the commercial banks (as per the format at Annexure V)

e) NEFT/RTGS transfer to "Netaji Subhas National Institute of Sports", State Bank of India **Account No.:55012350828, IFSC No. SBIN0050198.**

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

f) Valid Insurance Surety Bonds

10.5 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 favour 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 in the Bid Document.

10.6 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 and twenty) days from the date of opening of the Technical Bid.

10.7 Bid securities of unsuccessful bidders during first stage i.e. technical evaluation will be returned without any interest within 30 days of declaration of result of first stage i.e. technical evaluation. Bid securities of unsuccessful bidders during second stage i.e. financial evaluation will be returned without any interest within 30 days of award of contract.

10.8 The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Agreement and furnishing the Performance Bank Guarantee (PBG) in accordance with the provisions thereof.

10.9 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.

10.10 Earnest Money is required to protect the purchaser against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

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

11. BIDDERS QUERIES AND RESPONSES THERETO

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

To, 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 No./Page)	Content of RFP requiring clarification	Points of Clarification required.
1			
2			

A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up

the same with NSNIS in writing. NSNIS will respond in writing to such request in pre- bid conference as per the bid schedule. All enquiries should be sent to NSNIS through email only. NSNIS shall not be responsible for ensuring that Bidder's enquiries have been received by them. NSNIS will endeavour to provide a complete, accurate, and timely response to all questions to all the Bidders. However, NSNIS makes no representation or warranty as to the completeness or accuracy of any response, nor does NSNIS undertake to answer all the queries that have been posed by the Bidders. All responses given by NSNIS will be distributed/mailed to all the Bidders or posted on the online portal/website. Bidder should regularly visit the portal for any updates/corrigendum.

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

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

Amendments to Bidding Documents:

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

12. SUBMISSION OF BIDS

Bids to be submitted online as per instructions in **ANNEXURE 'IX' | INSTRUCTIONS FOR ONLINE BID SUBMISSION** till the deadline for submission of bid. The deadline shall not be extended.

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

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

Bidders must carefully read and understand all terms and conditions before submitting a bid. Submission of a bid shall be deemed as acceptance of all terms and conditions mentioned in the bid document.

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

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

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

The Bidders are required to upload the documents as per Documents to be submitted in Clause 5 & Annexure II of this RFP.

Bidders shall submit 'Online Bid' only in PDF/Scanned copy. Hard Copy of Bid documents will not be accepted. No manual bids shall be made available or accepted for submission.

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

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

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

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

Each page of the bid document submitted by bidder shall be signed sealed by the bidder or its authorized signatory.

Incomplete or non-compliant bids may be summarily rejected. Bids containing false information or fraudulent documents will be disqualified.

The tendering authority reserves the right to accept or reject any or all bids without assigning any reason.

13. SCRUTINY OF BIDS

The Purchaser/NSNIS will examine the Bids to determine whether they are complete, whether the documents have been properly signed, stamped and whether the Bids are generally in order. Each page of the bid document submitted by bidder shall be signed sealed by the bidder or its authorized signatory.

Rejection of Technical Bids - In addition to any other reasons stipulated in this RFP, technical Bids may be rejected under any of the following circumstances:

- i. Incomplete bids that do not quote for the complete scope of work as indicated in the Bid- related documents, addendum (if any) and any subsequent information given to the Bidder.
- ii. Information that is found to be incorrect/misleading at any stage during the tendering process.
- iii. Incomplete Bids.
- iv. Non-fulfilment of the eligibility criteria or minimum required score in evaluation criteria set out in this RFP, by the Bidder.
- v. Any Bid that does not comply with the conditions laid down by NSNIS. Bids with substantive deviation shall be rejected as non-responsive.
- vi. Any other reasons deemed fit by NSNIS.

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

Minor infirmity/irregularity/Non-conformity

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

14. EVALUATION CRITERIA

14.1 The Bids of bidders meeting the eligibility criteria at Clause 6(eligibility criteria) above, will be evaluated based on the QCBS method as mentioned in GFR 2017 (192) and the evaluation criteria is mentioned in Clause 2 of Annexure III- Eligibility & Evaluation Criteria.

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

14.3 The Bid of the Bidder who gets the highest marks shall get the maximum weightage in Technical Evaluation, i.e., 70 marks and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.

14.4 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.

14.5 The Bid of the Bidder who submits the lowest Financial/Price bid shall get the maximum weightage (30 marks) and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder.

14.6 The Bid of the Bidder, who obtains the highest total score (Ts) across the technical bid and the Financial/Price bid, will be rated as the 'Best Bid' and will be declared as the successful Bidder. Ts will be calculated as defined below:

$$Ts = (Sf \text{ low} / Sf) * 30 + (St/St \text{ high}) * 70$$

Where,

Sf: Evaluated/Quoted Bid Price

Sflow: The lowest of all Evaluated Bid Prices among responsive Bids

St: The total Technical Score awarded to the Bid

Sthigh: The Technical Score achieved by the Bid that was scored best among all responsive Bids

14.7 In the event that one or more Bidders have the same Ts value, the Bid with the lowest quoted price will be treated as "Best Bid". In case of further tie, the bidder with highest technical score (St) will be rated as the 'Best Bid'. Further, in the event that the bidders are still maintaining a tie, the bid from the bidder with the highest average turnover in the last 03 financial years ending **March 2024**, will be rated as the 'Best Bid'.

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

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

14.10 Usually, there shall be no price negotiations. However, the procuring entity reserve its right to negotiate with the 'Best Bid'.

15. DECLARATION OF SUCCESSFUL BIDDER

Prior to the expiration of the validity period for the Bid, NSNIS will notify the successful Bidder in writing by Notification of Award that its Bid has been accepted. NSNIS will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and NSNIS shall discuss and enter into a mutually agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Bidder and shall not have terms and conditions more onerous on the Service Provider than those contained in the RFP. On declaration of successful bidder, the successful bidder shall enter into contract/ agreement_ within 10 days of declaration of successful bidder with NSNIS.

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

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

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.

The NSNIS reserves its right to split the quantities and conclude parallel contracts.

C. GENERAL TERMS AND CONDITIONS OF CONTRACT

16. PERFORMANCE SECURITY

In order to ensure the due performance of the awarded contract, the Service Provider/Successful Bidder shall, within 14 (Fourteen) days of receiving the Letter of Award (LoA) and before signing of the Service Agreement with NSNIS, furnish an unconditional and irrevocable bank guarantee (Annexure XI) for an amount of 03% of the total accepted value of the contract ("Performance Security") failing which an amount of 0.1% of the Performance Security amount per day of delay shall be levied as a penalty. The penalty shall not exceed 07 (Seven) days, beyond which NSNIS reserves the right to terminate the contract at its sole discretion without any liability, forfeit any payments due to the Bidder, and invoke the Performance Security, if applicable. In case of termination, the bidder shall be debarred and blacklisted from bidding for any future tenders of NSNIS/SAI for a period of three (03) years, without prejudice to any other rights and remedies available to NSNIS under applicable laws.

The Performance Security shall be submitted in the form of an unconditional Bank Guarantee (including e-Bank Guarantee) or other valid formats like Banker's cheque / Pay Order/Fixed Deposit/Demand Draft/ Valid Insurance Surety Bonds/ NEFT/RTGS Transfer shall be drawn from any Commercial Bank drawn in the favour of below account details, payable at Patiala and is to be deposited in the office at Netaji Subhas National Institute of Sports (NSNIS) and/or intimated to the office through mail.

Account Name: SAI NS NIS Patiala
Bank Name State Bank of India
Branch: NS NIS Patiala
Account No: 55012350828
IFSC No. SBIN0050198

Note: Demand Draft/FDR/Bank Guarantee in favour of "Senior Executive Director, Netaji Subhas National Institute of Sports, Patiala"

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

The Performance Security shall remain valid for a period of 60 (sixty) days beyond the expiry of all contractual obligations, including any warranty/guarantee/maintenance obligations, if applicable. In the event that the Performance Security is invoked, the Service Provider shall replenish the full amount within 07 (Seven) days of invocation, failing which NSNIS reserves the right to take further legal and financial action, including termination of the contract. The Performance Security may require revalidation from time to time, as directed by NSNIS.

All incidental charges, including but not limited to bank charges, premium, commission, and any associated costs for maintaining and revalidating the Performance Security, shall be borne solely by the Service Provider. No interest shall be payable by NSNIS on the Performance Security.

In the event of any failure/any breach or violation on the part of the Service Provider, which is not cured within reasonable time from receiving a written notice of such failure from NSNIS, NSNIS shall have the right to invoke the Performance Security, terminate the contract without any further notice, recover damages, blacklist the Service Provider, and pursue any other remedies available under law.

The bid of the bidder shall stand expired only when the successful bidder has furnished the required performance security and signed the agreement.

The successful bidder shall be deemed to have complied with all bid conditions only upon furnishing the required Performance Security and signing the Agreement with NSNIS. Failure to do so shall render the bid null and void, and NSNIS reserves the right to award the contract to the next eligible bidder without any liability towards the initially selected bidder.

17. SCOPE OF WORK & TIMELINES OF THE PROJECT

The scope of the work requires the successful bidder to execute services as mentioned in TOR. The requirements may evolve overtime. The production setup locations shall be at NSNIS Patiala and its respective academic centres (**Patiala, Bengaluru and Kolkata**) and the tentative detailed scope of work during the contract period is mentioned in Annexure I.

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. NSNIS reserves the right to renew/extend the contract in writing for a period of another one (1) year at the same price, terms and conditions in this tender subject to the satisfactory performance of the agency.

The content creation/ shooting for multiple may take place at the same time and at different locations. The agency shall be required to deploy its resources for timely completion of content development as per instructions of NSNIS.

18. TERMS OF PAYMENT

After the vendor submits the final edited version of a video content with the bill in respect of a video, it will be evaluated by the technical team of Organisation.

Payment will be released in three phases:

- a) 10% payment will be released initially upon satisfactory completion of 10% of work subject to the timely completion as per the scope of work of the contract.
- b) Next 40% payment will be released upon satisfactory completion of 50% work subject to the timely completion as per the scope of work of the contract.
- c) Final payment will be released upon successful delivery of entire work subject to satisfaction of NSNIS and as per the conditions of contract.

Per minute rate against each category type quoted by the bidder shall remain firm & fixed. No escalation in per minute Rate against each category type quoted by the bidder will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever. All payments shall be made in Indian rupees only.

19. OTHER TERMS AND CONDITIONS OF THE BID

All information/details submitted to NSNIS shall be supported by documentary proof duly certified by the authorised signatory of the Bidder. Any false, misleading, or incomplete information submitted by the Bidder shall render the Bid liable for rejection, and NSNIS shall have the right to blacklist and debar the Bidder from future participation in NSNIS/SAI tenders for a period of three (03) years, without prejudice to any other remedies available under law.

Save as expressly authorized by NSNIS in writing, the Service Provider shall not, without the prior express approval of NSNIS, directly or indirectly, incur any liabilities on behalf of NSNIS, pledge the credit of NSNIS or make any representations or give any warranty on behalf of NSNIS. Any violation of this clause shall be deemed a material breach, entitling NSNIS to immediately terminate the contract and claim damages.

The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by NSNIS, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between NSNIS and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against NSNIS and further shall not for any reason or in any manner confer on the Bidder any right or entitlement to raise any claim regarding any term or condition contained herein nor in respect of any act or omission or decision taken by NSNIS. The Bidder waives any and all rights to challenge or contest any decision of NSNIS regarding the selection, rejection, or evaluation of any Bid, except

as permitted under applicable law.

The Bidder must strictly comply with all terms and conditions herein. NSNIS reserves the right to call upon any or all the Bidders to satisfy NSNIS regarding the correctness and genuineness of any document submitted or information furnished by the Bidder or may call for any additional documents/information from the Bidders to verify the information provided by the Bidder or may further seek any clarification or elaboration from the Bidder at any time prior to the finalization of the Bid. However, this shall not be construed to confer any kind of right or entitlement on the Bidder to submit any additional document/ information after the submission of its Bid. Further, NSNIS may call upon any or all the Bidders to make a presentation to NSNIS in respect of the capabilities represented by the Bidder at any time prior to the finalization of the Bid. Any Bidder who refuses to or otherwise neglects to make such presentation to NSNIS shall not be considered for any further evaluation and shall stand immediately disqualified. Failure of any Bidder to comply with such requests or to provide the necessary documents or presentations shall result in immediate disqualification without any further consideration.

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

The Bidder shall maintain and provide, at its own cost, and to the reasonable satisfaction of NSNIS, such offices, and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of work. Any failure to meet the required service quality standards or operational timelines shall entitle NSNIS to levy penalties, withhold payments, and/or terminate the contract.

Privileges: The following privileges shall be extended to the Service Provider:

- a) Performance certificate to be issued by NSNIS to the Service Provider upon the satisfactory discharge of its services in respect of each Phase of the project.
- b) Successful completion certificate to be issued by NSNIS after completion of contract to the satisfaction of NSNIS.

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

It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. NSNIS shall not be responsible for any assumptions made by the Bidder, and no subsequent financial adjustments shall be permitted on account of any failure by the Bidder to understand the scope or conditions of the contract.

NSNIS shall not entertain any request for clarification from the Bidder regarding operational or legal conditions after the submission of the Bid. Further, no financial adjustments to the Bid shall be permitted after submission for any reason whatsoever, including the failure of the Bidder to assess applicable legal, financial, or local conditions.

The Bidder cannot be taken over/bought over by another company during the contract phase. NSNIS may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach of contract, has misrepresented, or becomes bankrupt or otherwise insolvent, and/or NSNIS is not satisfied with the work of the Bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NSNIS. Such termination shall not prejudice or affect any accrued rights, claims, or remedies available to NSNIS under law. In case NSNIS wishes to terminate the contract for convenience, it shall provide a **30 (Thirty) days'** notice to the Bidder, without any cost or liability.

The relationship between NSNIS and the Bidder shall be purely on a principal-to-principal basis. Nothing contained herein shall be construed to create any partnership, joint venture, agency, employment, or fiduciary relationship between the parties.

The Bidder shall ensure proper deployment of resources at the site during all phases, and the deployment plan shall be approved by NSNIS in advance.

The Bidder shall be solely responsible for ensuring timely payment to its employees, staff, or subcontractors deployed in the project and for complying with all applicable laws, including but not limited to:

- a. Labour laws
- b. Minimum wage regulations
- c. Provident fund and gratuity laws
- d. Employee insurance
- e. Any other statutory obligations applicable under Indian law

The Bidder must not have been debarred, blacklisted, or disqualified by any court, regulatory authority, or government organization at the time of bidding or during the execution of the contract. Any concealment of such facts shall lead to immediate termination of the contract and forfeiture of any Performance Security or payments due.

20. PENALTY

In case the Service Provider/resource deployed fails to commence/execute the work as assigned to them/unsatisfactory performance of the resource even after formal warning, NSNIS reserves the right to impose the penalty at 0.50% of the billable value of the individual per such incidents 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.

NSNIS reserves the right to allow substitution of the Key personnel without penalty if due justification like termination by the client/firm, terminal illness or death etc. is available

If the performance continues to be poor, in this case, NSNIS reserves the right to:

- i. Cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the NSNIS.
- ii. The Service Provider shall be debarred from participating in such type of tender and his Performance Security may also be forfeited / invoked as per Rule 151 of the GFR 2017.

- No Penalty will be imposed for delay attributable to NSNIS or reasons which fall within the definition of Force Majeure as per Clause 27 of this RFP.
- The Purchaser will make payment after necessary deductions of penalty.
- For delay in service deliverables reasons not pertaining to selected bidder, the Purchaser shall take decision on extension of such timelines and levy of penalty. However, in the event NSNIS considers extension, the same shall be without any additional compensation/liability on any grounds whatsoever.
- The agency will have to submit a detailed delivery plan for the project at the commencement of the video shoot. Any delay in the delivery cycle of the content video, agreed upon during the phase of creation of the delivery plan, needs to be communicated to NSNIS beforehand. In case on an uninformed delay in the delivery, a penalty of 0.25% will be imposed per day on the agency.
- For any video which does not meet the design parameters of the content even after two rounds of reviews with the NSNIS experts, NSNIS can impose a fine of 0.25% per rejected video content.

21. GENERAL TERMS AND CONDITIONS

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

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.

NSNIS also reserves the right to accept/reject a bid, to cancel/abort RFP process and/or reject all bids at any time prior to award of work without thereby incurring any liability to the affected agencies on the grounds of such action taken by NSNIS.

NSNIS may not award any work to the any bidder at its own discretion without assigning any reason thereof.

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

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

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

Any attempt by bidder to bring pressure towards NSNIS's decision making process, such Bidder shall be disqualified for participation in the present RFP and those Bidders may be liable to be debarred from bidding for NSNIS/NSNIS RFPs in future for a period of three years.

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

Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained. NSNIS will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.

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

It is urged through this RFP that misrepresentation of facts or providing false information by Bidder's shall be dealt with seriously and may lead to debarring from bidding for NSNIS/NSNIS RFPs in future for a period of at least three years.

Bidders are requested to share information which is true and based on some tangible proofs upon authenticated proofs.

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

Intellectual Property Rights for any content property and documents (including project files, databases, documents, training manuals, course content etc.), if developed exclusively for this project shall lie with the Purchaser in perpetuity for all purposes. The Intellectual Property Rights of all the software code, data, algorithms, documentation, manuals, etc. Generated as a part of implementation of this project shall solely vest with the NSNIS/Purchaser.

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

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

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

23. HANDOVER

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

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.

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

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

24. REPRESENTATIONS AND WARRANTIES

NSNIS, along with its employees, representatives, advisers, and other associated agencies 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. They have no legal liability in any way whatsoever.

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.

The Bidder declares that all the information provided are truthful information without concealment of any facts. In case, at any stage, it is found that any information given by the Bidder is false / incorrect / concealed, then 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 NSNIS/SAI/MYAS's action.

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

25. INDEMNIFICATIONS AND LIABILITIES

The bidder shall fully indemnify, hold harmless and defend MYAS/ 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. 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.

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

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

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

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

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

The NSNIS shall have power and right to pay or defend or compromise any legal proceedings being instituted consequent upon action of bidder and bidder shall not question this expense and reimburse these expenses to NSNIS.

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

26. TERMINATION

NSNIS may terminate the Service Agreement by serving written notice of 30 days:

- a. Immediately in case the Bidder/Service Provider is in direct breach of contractual terms and conditions and in the performance of its contractual obligations.
- b. In the event services of the Bidder are not satisfactory or up to the mark.
- c. If the Bidder/Service Provider becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement.
- d. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings
- e. If the Service Provider is determined to have engaged in corrupt or fraudulent practices in

competing for or in executing the Service Agreement.

f. If the Service Provider submits to NSNIS a false statement which has a material effect on the rights, obligations, or interests of NSNIS.

g. Any other reason as deemed fit by NSNIS

The Successful Bidder may terminate the Agreement, by serving a 60-day written notice to 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, NSNIS reserves the right to forfeit the Performance Security after due evaluation. In that case NSNIS shall also entitle for damages from Bidder.

27. FORCE MAJEURE

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

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

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

In case due to a Force Majeure event NSNIS is unable to fulfil its contractual commitment and responsibility, NSNIS will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs. NSNIS shall not be liable for any damage in the case of Force Majeure.

During the period of their inability to perform the obligations under the Agreement as a result of an event of Force Majeure and timely intimation by the Bidder, SAI shall assess the situation and then decide the application of Force Majeure. Once the duration is defined under the Force Majeure category/ situation no payments are expected to be made by the Bidder.

28. DISPUTE SETTLEMENT MECHANISM

- a. Any dispute, difference or controversy of whatsoever nature, arising out of or in relation to this RFP (including its interpretation) between the Bidder and SAI, and so notified in writing by either party to the other party, shall, in the first instance, be attempted to be resolved amicably in accordance with the mediation procedure set forth in Clause 28(b).
- b. **Mediation:** If any claim, disputes or differences of any kind whatsoever shall arise between the Successful Bidders and SAI hereto in connection with or arising out of this RFP including interpretation of its terms, the Successful Bidders and SAI hereto shall in good faith negotiate with a view to arrive at an amicable resolution and settlement in compliance with Mediation Act, 2023. However, if the disputes are not resolved by the discussions within a period of fifteen (15) days from the date of disputes/differences, then the same shall be settled by binding arbitration

- c. **Arbitration:** If any difference or disputes arises under this RFP and/or the Agreement, as the case may be, which cannot otherwise be amicable resolved between the parties through Mediation, then such dispute shall be settled by way of arbitration and either Party shall be entitled to refer the dispute to Arbitration under Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof in force. The Arbitration shall be conducted before Arbitral Tribunal comprising of a sole arbitrator to be appointed with the mutual consent of the Parties or appointed by Hon'ble High Court of Punjab & Haryana while deciding an application under Section 11 of the Act. The arbitration proceedings shall be conducted as per Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.
- d. The courts of Patiala shall be vested with exclusive jurisdiction and the seat/venue of arbitration shall be at Patiala and the language of arbitration proceedings and that of all documents and communications between the parties shall be English.
- e. The arbitration award shall be final, and the judgment thereupon may be entered in the courts of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.
- f. Each party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrator shall be shared equally by both the parties unless the award otherwise provides. It is further agreed between the parties hereto that such arbitration proceedings shall be completed within a period of eight (8) calendar months from the date of reference.
- g. 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.
- h. SAI shall have the right to bring an action seeking injunctive or other equitable relief before the courts at New Delhi, India if it reasonably believes that damages may not be an adequate remedy for any breach by the Bidder

29. APPLICABLE LAW

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

30. RESERVED RIGHTS

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, NSNIS shall terminate or cancel the appointment/engagement of the Bidder, and nothing shall be payable or be paid by NSNIS to the Bidder as compensation/damages or penalty.

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

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence

activities, participation in meetings/discussions/presentations, preparation of proposal or costs incurred for providing any additional information required by NSNIS to facilitate the evaluation process.

The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:

- Understood and examined the extent of the Rights, scope of Work and other information made available in writing by NSNIS, for the purpose of this RFP.
- Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
- Satisfy itself as to the correctness and sufficiency of the RFP.
- Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with NSNIS or any of its government partners in relation to this RFP.
- Any clarifications and all information will be via e-mail only to **ekhpathshalansnis@gmail.com**. No queries shall be entertained by NSNIS after scheduled date and time mentioned in Bid schedule of the RFP.

31. CORRUPT OR FRAUDULENT PRACTICES

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

It is required by all concerned namely the Bidders /Successful Bidder etc. to observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, SAI:

- i. Will reject a Proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices or undesirable practice or restrictive practice in competing for the contract in question;
- ii. Will declare the Bidder ineligible or debar/blacklist, either indefinitely or for a stated period of time, to be awarded a contract by SAI if it at any time determines that the Operator has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.
- iii. For the purpose of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of SAI who is or has been associated in any manner, directly or indirectly, with the selection process or the LoA or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of SAI, shall be deemed to constitute influencing the actions of a person connected with the selection process); or engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the LoA, who at any time has been or is a legal, financial or technical adviser of SAI in relation to any matter concerning the

- RFP;
- b. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the selection process;
 - c. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the selection process;
 - d. "undesirable practice" means establishing contact with any person connected with or employed or engaged by SAI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or having a conflict of interest; and
 - e. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

SAI reserves the right not to conclude the Agreement 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, EMD (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.

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

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

If the contract declares the subject matter of this RFP or Agreement as coming under the official secrets act 1923, the contractor, bidder shall take all reasonable steps to ensure that all person are employed in any connection with the contract, have acknowledge their responsibilities and penalty for violation under the ibid act as amended from time to time.

33. TAXES

- All the Bidders should ensure that they have GST registration certificate and GSTIN number unless they are specifically exempted.
- All the applicable taxes shall be applicable on the payment made under this RFP.
- If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.
- If the bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
- While quoting the basic rate, the bidder should offset the input credit available as per the GST Act. Break up of different price elements i.e. as per GST Act shall be indicated separately.
- The quoted prices shall be considered to include all relevant financial implications.

34. CONFLICT OF INTEREST

A bidder shall not have conflict of interest that may affect the selection process or the consultancy. Any bidder found to have a Conflict of Interest shall be disqualified. In the vent of disqualification, SAI shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to SAI for inter-alia, the time, cost and effort of SAI including consideration of such bidder's proposal, without prejudice to any other right or remedy that may be available to SAI hereunder or otherwise.

35. COST OF BIDDING

The bidder(s) shall bear all direct or consequential cost, losses and expenditure associated with or relation to their bids. The NSNIS shall not be liable in any manner whatsoever for the same or any other costs.

36. LATE BIDS AND WITHDRAWL OF BID

The bidder shall not be liable to submit the bid after the expiry of the deadline for the bid submission. Therefore, in e-procurement, a situation of late tender does not arise. The bidder may withdraw his bid before deadline of bid submission but not afterwards.

37. CODE OF INTEGRITY

NSNIS, bidders, suppliers, contractors and consultants should observe the highest standard of Integrity and not indulge in prohibited practices or other misdemeanours at any stage during the tender process or during the execution of contracts.

38. SECURITY ARRANGEMENT

The successful bidder shall secure security arrangement at the site against unauthorized access, pilferage, theft or misuse of property. The successful bidder shall be responsible for the safety of all activities on the site.

39. RIGHT TO NSNIS TO RECOVER DAMAGES

NSNIS shall be entitled to recover damages for the short fall in performance and liquidated damages as detailed in this RFP. This clause does not limit NSNIS from imposing more than one damages under the contract and as such damages shall be applied concurrently. The NSNIS shall also be entitled to recover "Risk and Cost" procurement from successful bidder in addition to the damages for default.

40. LIMITATION OF LIABILITY

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the NSNIS towards successful Bidder whether under the agreement, RFP, in tort or otherwise, shall not exceed the total contract price.

41. TRANSFER AND SUB-LETTING

The Bidder shall have no right to assign, transfer, sell, sublet, or otherwise dispose of any part of its obligations under this RFP. The Bidder is also prohibited from allowing any third party to benefit from or take advantage of this Contract or any portion thereof.

42. INDEMNIFICATION

- i. The Bidder shall fully indemnify, hold harmless and defend SAI and its officers/employees/agents/stockholders/Affiliates 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:
 - a. Any breach of any representation or warranty of the Bidder contained in the RFP,
 - b. Any breach or violation of any covenant or other obligation or duty of the Bidder under this RFP.SAI 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.
- ii. The Bidder hereby undertakes to indemnify SAI against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- iii. The Bidder hereby undertakes that SAI shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Operator or any of his contractors/ sub-contractors/ sub-contractor. The Bidder shall indemnify and keep indemnified SAI against all such damages and compensation, all claims' proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- iv. The Bidder hereby indemnifies SAI against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Bidder or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- v. The Bidder shall indemnify and keep indemnified SAI for any losses/ penalties on this account levied by any judicial/statutory authorities/courts on the Bidder.

ANNEXURE-I–TERMS OF REFERENCE (TOR)

1. General

Netaji Subhas National Institute of Sports, Patiala, (hereafter referred as "NSNIS") an academic wing of the Sports Authority of India invites Online Bids from eligible Firms to associate with NSNIS as Content Management Agency for the development of content of e-Khel Pathshala.

2. About NSNIS

Netaji Subhas National Institute of Sports, Patiala, India which is also Asia's largest Sports Institute is housed in the palatial monumental building and sprawling lawns built by the erstwhile Maharaja of Patiala whose descendants dedicated this complex for the promotion of sports to the people of India. National Institute of Sports, which is now the Academic Wing of the Sports Authority of India was established by the Government of India on 7th May, 1961 with the objective of developing sports in the country on Scientific lines and to train the Coaches in different sports disciplines.

The Institute was renamed as Netaji Subhas National Institute of Sports (NSNIS) on 23rd January, 1973. The Institute is housed in an area of 268 acres and popularly known as the "Mecca" of Indian Sports. It has produced coaches of high calibre and significantly contributed in rendering their expertise and assistance in the preparation of the national teams for various International competitions.

3. About e-Khel Pathshala

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

4. Scope of Services

Indicative details about responsibilities/ Scope of services that will be assigned to the Content Management Agency–

All work products designed and developed under this agreement is to be developed to be plugged into the LMS platform of SAI/Khelo India's choice. The content must adhere to technical requirements of the LMS platform to ensure compatibility. The specification for the content developed should be as follows:

1. Design content flow based on best practices of Iterative Instructional design.
2. The content developed should be in accordance with both SAI/Khelo India guidelines and the respective Sports bodies for which the content is being developed.
3. Use interventions for knowledge check for short term knowledge retention.
4. Adhere and customize designs based on Khelo India's guidelines, templates, and style guide.
5. Develop assessment criteria at various points in the learning lifecycle as follows but not limited to:
 - a. Pre-Assessment
 - b. Formative assessment
 - c. Summative assessment
 - d. Confirmative assessment
 - e. Criteria based assessment

6. Plan holistic assessment criteria for courses and programs based on sports bodies' learning goal.
7. Evolve assessment criteria should be combination of weightage assignment, question types and activity types.
8. Ensure content works across platforms and devices without technical glitches.
9. Create and execute a project plan with agile content development strategy.
10. Content wherever voice over is required will have neutral India accent with no use of text to speech or artificial intelligence aided services.
11. Periodic updates on milestones agreed upon by Khelo India, Respective sports bodies, and the content management agency.
12. Subject matter experts will be provided however additional services of subject matter experts (SME) for this purpose may be hired at own cost (without any reimbursement), to facilitate its work and co-ordination.
13. Charges for script, detailed shot-by-shot storyboard, travel to shoot location/SAI facility, boarding and lodging of shooting crew, fees for external models/anchors, shooting, production, editing, titling/sub-titling/text, music, voiceover, background effects, special effects, audio dubbing to 5 regional language (as mentioned in the scope) apart from English and Hindi, 2D/3D animation, all kinds of graphics as required by Client shall be borne by the bidder.
14. The production setup locations for creation of video content is as per detail below:

S. No.	Sports discipline	Total content duration(in minutes)	Location	Phase	Timeline for completion of complete video content (from the date of issue of the Award of work)
1.	Athletics	1435	Patiala	1 st Phase	04 th Month
2.	Judo	502			
3.	Wrestling	384			
4.	Gymnastics	334	Kolkata	2 nd Phase	06 th Month
5.	Basketball	253	Bengaluru	3 rd Phase	09 th Month
6.	Kabaddi	270			
Total		3178			

15. Illustrative format of modules to be developed online along with minutes is being shared as per details below:

Category	Format	Split	Total Quantity Estimate(Indicative)
Category1	PlainVideos	<ul style="list-style-type: none"> • Live videos with/without text labelling 	318 minutes
Category2	2DVideos	<ul style="list-style-type: none"> • 2D Animated Videos • Edited Videos with Text Labelling • 2D Motion Graphics • Chroma Keying Videos • Object Labelling • Mix of all of the above 	2225 minutes
Category3	3Dand AnimatedVideos	<ul style="list-style-type: none"> • 3D Motion Graphics • 3D Animated Videos • 3D Modelling • Mix of all of the above 	635 minutes
Total			3178 minutes

The additional 10% buffer minutes of the total content duration i.e. 3178 for developing Illustrative format of modules is as per details below:

Category	Format	Split	Total Quantity Estimate (Indicative)
Category1	Plain Videos	<ul style="list-style-type: none"> • Live videos with/without text labelling 	31 minutes
Category2	2D Videos	<ul style="list-style-type: none"> • 2D Animated Videos • Edited Videos with Text Labelling • 2D Motion Graphics • Chroma Keying Videos • Object Labelling • Mix of all of the above 	223 minutes
Category3	3D and Animated Videos	<ul style="list-style-type: none"> • 3D Motion Graphics • 3D Animated Videos • 3D Modelling • Mix of all of the above 	64 minutes
Total			318 minutes

The volume of content creation as indicated in the above table is just indicative and might increase or decrease depend on requirement and need of Organization.

Scope of the content management agency

1. The content management agency is required to develop structure, decide dependencies, and script the content to conform to learning goal agreed upon by sports bodies and Khelo India.
2. The project will require content designers, developers, instructional designers including content writers.
3. The project will require the content management agency to procure content authoring tool that will be used to create content.
4. Content will be developed using agile methodology to accommodate for changes during the iterative feedback cycle.
5. Once content is reviewed and finalized the production team will develop the content into the respective media – Animated Video (photographic, illustrated, demos), including those with interactive features such as quiz and overlays, PDFs, PPTs, HTML5 files.
6. Module will be the most granular unit of the program. A resource shall not be more than 5 to 8 minutes of learning time.
7. Resources can be MP4 videos, PDFs, PPTs, In-platform assessments.
8. Content will need to be compliant with SCORM 1.2 format to track content progress, bookmark and interaction with LMS specifications as per the requirements of the platform, as may be applicable during the period of the contract.
9. Resources can be published and linked together to form a course.
10. Since resources can be shared interchangeably between modules/courses they must comply with shareable content object (SCO) rules.
11. There is provision to include audio within the platform in text-based screens. Audio within videos will need to be integrated and synched within the video.
12. Subject Matter Experts involved in shooting of content shall make use of English or Hindi while recording content.
13. **Audio dubbing and subtitles of all content prepared should be in following languages:**
 - a) English
 - b) Hindi
 - c) Bengali
 - d) Marathi
 - e) Telugu

- f) Tamil
- g) Gujarati
- h) Any other language as required

14. Subtitles to be prepared in English language.

15. The final deliverables (which includes scaled down video at 1080P, SRT files of the subtitles and other relevant materials arranged in a structured way as per the curriculum) provide to NSNIS should be on an External Hard Drive, charges of which shall be borne by the bidder.

16. The deliverables can be shared over cloud or online means during review and approval stages.

17. Any additional work related to previously prepared content of the department may be included at later stages for editing purpose based on mutually agreed market rates for specific tasks like audio dubbing, subtitling etc.

18. **Types of Content/Resource**

The content developer will be required to:

- Upload MP4 video in SCORM 1.2 Compliant format
- Embed Web URL as reference pages
- Upload PDF Documents
- Upload audio files in MP3, WAV format
- Create a free flow web module content
- Create assessments

19. **Types of Assessment**

Develop assessment criteria at various points in the learning lifecycle as follows but not limited to:

Formative Assessment: Multiple Choice Questions, Drag and Drop, Object Sequencing, Puzzles, Match the Following and Odd one out

Criteria-based Modular Assessment: Video assessment which will be assessed by certified assessors

Summative Assessment: Video Assessment and MCQs

20. **File Formats**

- The Authoring tool that supports following files formats:
- Videos in MP4 formats with SCORM wrapper
- PDF files
- External web URLs
- Quiz & Assessments

21. **Videos**

- Minimum video resolution has to be 4K (16:9) that should be supplied along with scaled down video at 1080P
- Videos should be encoded in MP4
- Total bit rate of the video should be < 500kbps
- The maximum size of a file can be 1 GB (1024 MB)

22. **Audio**

- Master – MXF OP1A wrapper
- MP4 file – as per the audio specs provided below:
- Format: MP3
- Minimum bit rate: 160 kbps @44 Khz

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.

Sl.No.	Criteria	Document to be submitted online
I. General Documents		
1.	Bid Security	Required Documents for EMD and Bid security as per clause 10 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 favour of Authorised signatory of Bidding Documents. OR Signed and scanned copy of Board resolution in favour of Authorized signatory of the bidder.(Sample Attached at Annexure VI)
II. Eligibility Criteria Documents: Criteria as Mentioned in Clause 1 of Annexure III		
4.	Legal Entity	Certified by Authorized Signatory: 1. Copy of Certificate of Incorporation, Partnership Deed etc 2. Copy of Registration Certificates with the GST & IT(PAN) Authorities
5.	Turnover	Certificate by their Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per Annexure III.
6.	Relevant Experience	Documents relating to business entity should be furnished. Atleast one Completion Certificates/ payment proof from client /CA certification for similar projects (similar nature projects related to rendering Video Production and Sports Content Creation services and developing e-learning content)
7.	Technical Ability	Technical Ability Certificate issued by CA certifying that the Company has undertaken and delivered projects as per Eligibility Criteria at clause 6 above (Annexure III).
8.	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	A self-declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
II. Evaluation Criteria Documents: Criteria as Mentioned in Annexure III		
9.	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.
10.	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
11.	GST registration certificate	GST Registration Certificate to be submitted

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. 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 NSNIS.**

ANNEXURE III -ELIGIBILITY & EVALUATION CRITERIA

1. Eligibility Criteria

S. No.	Parameter	Criteria
1	Legal Entity	1. Bidder should be a registered legal entity recognized under the legal statute of the country including any Company, Partnership firms/LLP. 2. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status. 3. The Organization should be a registered legal entity recognized under the legal statute of the country as on the date of submission of the bid
2	Turnover	The company/LLP/Proprietorship firm should have a minimum average turnover of INR 50 Lakhs (Fifty Lakhs) over last three years (three out of four previous financial years ending March-2024). The bidder to provide the CA certificate.
3	Relevant Experience	The Bidder must be rendering Video Production and Sports Content Creation services and developing e-learning content for last three years
4	Technical Ability	The bidders must have undertaken and delivered at least 5 Multimedia Projects of 10 Lakhs or more each or one project of 25 lakhs (in terms of payments received) in last five years ending March 2024.
5	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	Bidder have to provide acceptance of all terms and Conditions of the RFP and its subsequent amendments

2. Evaluation Criteria

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

S.No.	Parameters	Maximum Marks	Breakup of Score
1*	Past experience of delivering projects of a similar nature (similar nature projects related to content development/video production/e-learning content etc.)	20	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 is: Less than 50 Lakhs: 0 Marks 50 Lakhs – 1 Crore: 10 Marks More than 1 Crore: 20 Marks (Complete /partial completion certificate with all relevant details must be provided, clearly specifying the nature of work. Work relating to development of content)
2*	Experience in video production and sport specific content development/e-learning content	20	5 marks for each project in specific sport.

3	Video PoC	20	A 5 min video demonstrating any learning video nugget of a sport program along with detailed animation and graphics. To be submitted through online link along with bid.
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 i. Understanding of Scope - 10 marks ii. Approach and Project Plan - 20 marks iii. Innovation/ Use of technology - 10 marks

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. The evaluation of NSNIS cannot be questioned or objected by Bidder (s) in any way whatsoever.

Note:

1. Documentation required against each criterion is detailed in Annexure II.
2. *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 to the marks obtained during the technical evaluation stage.

There shall be 70% weightage to technical score and 30% weightage to financial score. For the purpose of 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 as per RFP and law of land.

ANNEXURE-IV–BID SUBMISSION FORM

To,
Netaji Subhas National Institute of Sports

Sub: Selection of Content Management Agency for the creation of video content

Sir,

1. With reference to the RPF dated _____ for the above captioned project, and clarification issued by NSNIS, Patiala thereof, I/We _____, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with NSNIS (Netaji Subhas National Institute of Sports) as **Selection of Content Management Agency for the creation of video content** 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 out protest and demur in case of any breach of terms and conditions of RPF/Agreement by us.
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/we certify that we fulfil 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/ Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
 - I. They are members of a Hindu undivided family; or

- II. They are husband and wife; or
 - III. The one is not legally related to the other Sister (including step sister)
- e. I shall not withdraw the bid after the lapse of due date of Bid.

Yours faithfully,

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

Date:

Place:

ANNEXURE-V - BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (herein after called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (herein after 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 2024. 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 120days (75 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 _____, 2024.

For _____
(Signature, name, designation, and address)

(Signature of Authorised representative)

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 UNDER TAKEN 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 II(a), Annexure II(b), Annexure II(c) for each different project. Each sheet must be signed or digital signed by the Bidder or AR of the case may be.

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.	2021-22	
2.	2022-23	
3.	2023-24	

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.
- Audited accounts and report prior to **2020-21** will not be accepted.

ANNEXURE-IX - INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

2. REGISTRATION

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

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

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

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

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

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

3. SEARCHING FOR TENDER DOCUMENTS

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

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

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

4. PREPARATION OF BIDS

i. Bidder should 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.

5. SUBMISSION OF BIDS

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

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

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

iv. 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 opener's 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.

6. ASSISTANCE TO BIDDERS

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

(ii) Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232.

ANNEXURE-X–PRICE BID FORMAT

Category	Format	Unit	Estimated Quantity (A)	Per unit cost (B) Inclusive of Taxes (GST %) (any other tax as applicable by law)	Total cost (A*B) Inclusive of Taxes (GST %) (any other tax as applicable by law)
Category 1	Plain Videos	Per Minute	349 minutes		
Category 2	2DVideos	Per Minute	2448 minutes		
Category 3	3D and Animated Videos	Per Minute	699 minutes		
Total			3496		

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 clarifications ask by the purchaser.
- e. The bidder shall quote the cost(s) is inclusive of all Government taxes/ duties/ levies/cess etc.
- f. The volume of content creation as indicated in the above table is just indicative and might increase or decrease depend on requirement and need of Organization.

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 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 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 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-XII–DRAFT CONTRACT AGREEMENT FORMAT

Contract No. _____ dated _____

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

- 1. Name & address of the Contractor: _____
- 2. NSNIS’s Bidding Document/RFP No. _____ dated _____ and subsequent Amendment No. _____, dated _____ (if any), issued by the NSNIS.
- 3. Contractor’s Bid No. _____ dated _____ and subsequent communication(s)No. _____ dated _____ (if any), exchanged between the Contractor and the NSNIS in connection with this Bid.
- 4. In addition to this Contract Agreement Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Terms and Conditions of Contract as mentioned in above RFP
- (ii) Scope of Services as mentioned in Terms of Reference of the RFP
- (iii) Other Terms and Conditions of the RFP and Bid;
- (iv) Bid Form furnished by the Contractor
- (v) Price Schedule(s) furnished by the Contractor in its Bid;
- (vi) NSNIS’s Notification of Award

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

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

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

Taxes, if any _____

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

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

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

Received/Read and accepted this contract

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

(Seal of the Contractor)
Date: _____
Place: _____