

Lakshmbai National College of Physical Education

"REQUEST FOR PROPOSAL (LIMITED)"

For

Selection of Content Management Agency for e-Khel Pathshala

RFP Ref: LNCPE/e-khelpathshala/2022

Date of Publication: 01.04.2022

(This RFP is only for Sports Authority of India's Empanelled Content Management Agencies
Ref No. KI/EMP/CMA/052/2020-21)

Lakshmbai National College of Physical Education

Karyavattom, Thiruvananthapuram, Kerala 695581

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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 Lakshmibai National College of Physical Education (LNCPE) 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 LNCPE Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.

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

4. The Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

1. NOTICE INVITING TENDER

Lakshmbai National College of Physical Education, Thiruvananthapuram, (hereafter referred as "LNCPE") an academic wing of the Sports Authority of India invites Online Bids from eligible Firms to associate with LNCPE 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.

2. BID SCHEDULE & DATA SHEET

Date of Publication	01.04.2022
Bid document download start Date	01.04.2022
Last date and time of submission of queries for Pre-Bid Conference	07.04.2022 at 11:00AM to email: sailncpe@gmail.com
Virtual Pre-Bid conference	08.04.2022 at 11:30 AM Video conferencing link for online pre-bid Zoom meeting ID: 9120574901 Passcode: 123456
Bid submission end date and time	21.04.2022 at 14:00 hrs.
Bid Validity Period	75 days
Earnest Money Deposit (EMD)/ Bid Security	Rs. 2,00,000/-
Mode of Submission	Online (CPP Portal)
Opening of Technical Bid date and time	23.04.2022 at 11:30 hrs.
Method of selection	Quality and Cost Based Selection (QCBS)
JV/Consortium/Subcontracting	Not Allowed
E-mail for all correspondence	sailncpe@gmail.com

B. INSTRUCTIONS TO BIDDERS

3. GENERAL INSTRUCTIONS TO BIDDERS

3.1 The Bidders can download this RFP from the on LNCPE Website: www.lncpe.gov.in. Subsequently, bid must be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in Clause 2 of this RFP.

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

- "Purchaser" means the organisation purchasing services as incorporated in this document i.e., Lakshmbai National College of Physical Education (LNCPE).
- "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.
- "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.
- "Services" means services as mentioned in this document and other such obligations of the supplier covered under the contract.
- Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.
- "Notification of Award" or "NOA" means the letter issued by LNCPE 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.
- "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.
- "Party" means the Client or the Bidder, as the case may be, and "Parties" means both of them.

- "RFP" means this Request for Proposal issued by Lakshmi Bai National College of Physical Education for the purpose as mentioned in this document.
- "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.

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 LNCPE, shall be written in the English language. However, the language of any printed literature furnished by the Bidder in connection with its Bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the Bid, the English translation shall prevail.

5. DOCUMENTS TO BE SUBMITTED

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

6. ELIGIBILITY CRITERIA

Companies empanelled with SAI as per RFE for empanelment of content management agency Ref. No. KI/EMP/CMA/052/2020-21 dated 04-11-2020, only will be eligible to bid. This is a limited RFP floated for the participation of following Agencies that have been Empanelled:

- a) AB SPORTZWORKZ
- b) ASHISH BHARDWAJ SPORTS AND EDUCATION PRIVATE LIMITED
- c) CRAYONS ADVERTISING PVT. LTD.
- d) CREATIVE CHANNEL
- e) HI TECH FILM AND BROADCAST ACADEMY PVT LTD
- f) SEQUOIA FITNESS AND SPORTS TECHNOLOGY PRIVATE LIMITED
- g) SHRED CREATIVE LAB PVT. LTD.
- h) SPORTSMECHANICS PVT. LTD.
- i) N.A. SPORTZ INTERACTIVE PRIVATE LIMITED

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

7. RFP PROCESS

This RFP is no more than a request for proposal, and it does not and is not intended to constitute a contract or a grant of any rights or licenses, or an offer 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 LNCPE of the Bidder's Bid and the execution of the Service Agreement by both LNCPE and the Bidder/Service Provider.

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

8. BID VALIDITY

Bidding document shall remain valid for the period is 75 (Seventy five)days for Open Tender Enquiry. On completion of the validity period, if the contract is not finalised, LNCPE 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 LNCPE 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 LNCPE, the Bid validity shall automatically be extended up to the next working day.

9. BID PRICES

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

10. EARNEST MONEY DEPOSIT

EMD shall be notified to the Empanelled Bidders at the RFP stage.

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.

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.

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.

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

- a) Account Payee Demand Draft
- b) Fixed Deposit Receipt
- c) Banker's cheque / Pay Order
- d) Bank Guarantee from any of the commercial banks (as per the format at Annexure V),
- e) NEFT transfer to "PRINCIPAL LNCPE SBI, KARYAVATTOM
Account No:57007268936, IFSC No. SBIN0070043
(Bidder has to upload challan/proof along with Bid in CPP Portal)
- f) Valid Insurance Surety Bonds

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

PRINCIPAL SAI LNCPE, payable at TRIVANDRUM. In case of BankGuarantee, the same is to be obtained from any commercial bank in India as per the format specified under Annexure XII (A) of the Bid Document.

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 225 (Two hundred twenty five) days from the date of opening of the Technical Bid.

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.

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 LNCPE in the Letter of Intent/ Notification of Award (NOA), its Bid Security/EMD will be forfeited.

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

11. BIDDERS QUERIES AND RESPONSES THERETO

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

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

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

LNCPE will host a Pre-Bid Conference (virtual), scheduled as per the details in the Bid Schedule. The bidder or its authorised representatives may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP

and discuss bidder's queries, together with proposed solutions. LNCPE 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, LNCPE 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, LNCPE 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 LNCPE website: www.lncpe.gov.in and CPP portal of Government of India www.eprocure.gov.in. Bidders are, therefore, advised to refer to LNCPE website and CPP portal before submitting bids.

12. SUBMISSION OF BIDS

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

LNCPE 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 LNCPE, the Bids will be opened at the appointed time on the next working day.

Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Bidders acknowledgement letter of bid submission at CPPP 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 05 & Annexure II of this RFP.

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

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

Bidder must ensure that the Technical 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.

13. SCRUTINY OF BIDS

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

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

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

Other Reasons for Rejection of Bid- In addition to any other reasons stipulated in thisRFP, Bids may be rejected when Bids in which the Bidder seeks to influence the LNCPE 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 response by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

14. EVALUATION CRITERIA

The Bids of bidders meeting the eligibility criteria at clause 6 (eligibility criteria) above, will be evaluated based on the Quality and Cost Based Selection (QCBS) method.

The Bid of the Bidder, who obtains the highest Technical score (Ts) in the evaluation criteria is mentioned in Annexure III- Evaluation Criteria, will be rated as the 'Best Bid' and will be declared as the successful Bidder.

In the event, that one or more Bidders have the same Ts value, the bidder who scores highest in 'Quality of Proposed Team' in Technical Evaluation criteria, will be rated as the 'Best Bid'. In case, the bidders are still maintaining a tie, the bid from the bidder with the highest average turnover in the last 03 financial years ending March-2021, will be rated as the 'Best Bid'.

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

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

15. DECLARATION OF SUCCESSFUL BIDDER

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

The failure of LNCPE 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 LNCPE 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 LNCPE, and the Service Provider furnishing the Performance Security, LNCPE 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.

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 entering into the Service Agreement with LNCPE, furnish an irrevocable bank guarantee (Annexure XII) for an amount of 3% of the accepted value of the contract ("Performance Security") failing which an amount of 0.1% penalty per day of the contracted amount will be levied on the Bidder. Penalty is for specified period not exceeding further seven days and in case failure continues, the contract may be terminated by LNCPE and the bidder will be debarred from bidding for LNCPE /LNCPE RFPs in future for a period of at least three years.

The Performance Security in the form of Bank Guarantee or other valid formats like Fixed Deposit/Demand Draft/ Valid Insurance Surety Bonds/ NEFT Transfer shall be drawn from any Commercial Bank drawn in the favour of below account details, payable at Trivandrum and is to be deposited in the office at Lakshmbai National College of Physical Education (LNCPE) and/or intimated to the office through mail.

Account Name: PRINCIPAL LNCPE
Bank Name and Branch: SBI KARYAVATTOM
Account No: 57007268936 IFSC No. SBIN0070043

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

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

All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Service Provider. No interest will be payable on the Performance Security by LNCPE.

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 LNCPE, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by LNCPE.

17. SCOPE OF WORK & TIMELINES OF THE PROJECT

The scope of the work requires the successful bidder to deploy fulltime manpower at Trivandrum and Patiala for the contract period to successfully execute services as mentioned in TOR. Therequirements may evolve over time. The production setup locations shall be at SAI LNCPE Trivandrum and NSNIS Patiala The tentative detailed scope of work and details of required manpower 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. LNCPE reserves the right to renew/extend the contract in writing for a period of another year at the same price, terms and conditions in this tender subject to the satisfactory performance of the agency.

The resources with proper qualifications as required by LNCPE should be deployed within 30 days from the date of notification of award. If extension is needed in deployment of an employee, it should be properly informed to LNCPE authorities in advance.

18. MANPOWER REQUIREMENT

Bidder shall provide required number of skilled personnel each responsible for a specific role within the system as defined in Annexure I, Bidder must provide clear definition of the role and responsibility of each individual personnel as part of its proposal.

Bidder shall have a defined hierarchy and reporting structure for various teams that shall be part of the project and the same should be intimated to LNCPE

The Clause 8 of Annexure I lists the minimum number and credentials of the key resources required for the successful implementation of the project.

The resources with proper qualifications as required by LNCPE and proposed and accepted in the bid should be deployed within 30 days from the date of notification of award. If extension is needed in deployment of an employee, it should be properly informed to LNCPE authorities in advance.

LNCPE reserves the right to interview all the proposed resources before accepting deployment in the project.

Bidder shall use commercially reasonable efforts to ensure it retains the services of its resources, including provisioning of competitive compensation, benefits, and other conditions to its Resources to incentivize them to remain in Bidder's employment.

Bidder shall not make any changes to the composition of the Key resources and not require or request any member of the Key resource to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from LNCPE that would have the same effect):

- Unless that person resigns, is terminated for cause, dies, is long-term disabled; In such an event, LNCPE Shall be immediately intimated.
- Or Without LNCPE's prior written consent.

Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key resource is not vacant for any longer than 07 days, subject to reasonable extensions, limited to a maximum of 15 days on special request by Bidder to LNCPE. However, in such cases the bidder will still be required to ensure the completion of the allocated work as per terms and conditions of the tender.

Before assigning any replacement member of the Key Resources to the provision of the Services, Bidder shall provide LNCPE with:

- Curriculum vitae and any other information about the candidate that is reasonably requested by LNCPE; and
- An opportunity to interview the candidate.

The bidder must provide replacement resource who score at least the same marks as the resource proposed originally on the same evaluation parameters defined in this Term of Reference document.

If LNCPE objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative resource.

The bidder must ensure at least 4 weeks overlap period for knowledge transfer in such replacements.

During the implementation of the project, there will be a fortnightly review /regarding the progress of the project during which all the resources should be present.

The bidder will be responsible to provide resources with Laptops/Desktops and other devices enabled with required tools related to work, and development environment (like android & iOS Mobile phones and Window and Mac laptops) for completing this engagement.

The Bidder will immediately provide for replacement of resources (resource who score at least the same marks as the resource proposed originally) in the event if LNCPE is not satisfied with the resource.

The deployed resources are required to follow LNCPE Calendar.

LNCPE reserves the right to increase (at approved rates) or decrease the manpower strength during the contract period with a prior notice of 21 (Twenty one) days to the successful bidder.

The deployed manpower should be on the rolls of the bidder and subcontracting of the manpower is not allowed under this contract.

The personnel of the Service Provider shall not be the employees of the Buyer and they shall not claim any salary or allowances, compensation, damages, or anything arising out of their

employment/duty under this Contract. Service Provider shall be required to adhere to statutory requirements as per the labour laws & abide by the Minimum Wages Act and other related laws, failing which; necessary action will be initiated against the Service provider.

19. 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 on the initial be released upon satisfactory completion of 10% of work subject to the conditions of the contract.
- b) Next 40% payment will be released upon satisfactory completion of 50% work subject to the conditions of the contract.
- c) Final payment will be released upon successful delivery of entire work subject to acceptance as per LNCPE.

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.

20. OTHER TERMS AND CONDITIONS OF THE BID

All information/details submitted to LNCPE shall be supported by documentary proof duly certified by the authorised signatory of the Bidder.

Save as expressly authorized by LNCPE in writing, the Service Provider shall not, without the prior express approval of LNCPE, incur any liabilities on behalf of LNCPE, pledge the credit of LNCPE or make any representations or give any warranty on behalf of LNCPE.

The mere submission of Bids in response to this RFP by a Bidder, or the rejection thereof by LNCPE, in its absolute discretion, shall not itself constitute any relationship, legal or otherwise, between LNCPE and the Bidder or give rise to or be deemed to give rise to any cause or grievance to the Bidder against LNCPE 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 LNCPE.

The Bidder must strictly comply with all terms and conditions herein. LNCPE reserves the right to call upon any or all the Bidders to satisfy LNCPE 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, LNCPE may call upon any or all the Bidders to make a presentation to LNCPE 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 LNCPE shall not be considered for any further evaluation and shall stand immediately disqualified.

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 expense and to the reasonable satisfaction of LNCPE, such offices, and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of work.

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

- a. Performance certificate to be issued by LNCPE 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 LNCPE after completion of contract to the satisfaction of LNCPE.

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

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. LNCPE shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made after the submission of the Bid on any account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/bought over by another company during the contract phase. LNCPE 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 LNCPE 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 LNCPE. However, in the event LNCPE, wishes to terminate for convenience, it shall serve a notice period of 30 (Thirty) days to the Bidder, without any cost and/or liability.

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

The bidder has to ensure proper deployment of resources at site during all phases and the deployment plan should be approved by the purchaser in advance.

It will be responsibility of the bidder to ensure and verify the educational qualifications and experience of the resources deployed in SAI LNCPE Trivandrum and NSNIS Patiala.

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

The bidder is required to ensure the availability of Manpower as mentioned in Clause 8 of Annexure I of this RFP and any unauthorised absence of resources for a period of more than 1 week after requirement will attract penalties.

21. 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, LNCPE 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.

Substitution of key personnel can be allowed only in compelling or unavoidable situations only and the substitute shall be of equivalent or higher credentials. If the resources deployed resigns or is to be replaced by the selected agency, penalty as stipulated below will apply:

- Replacement of first, second and third personnel: No penalty
- Replacement of fourth personnel: will be subject to reduction of remuneration by 5% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract.
- Further Replacements: will be subject to reduction of remuneration by 10% of the remuneration which would have been paid to the original personnel, from the date of the replacement till completion of contract.

LNCPPE 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 beyond, what is stipulated above LNCPPE reserves the right to:

- i. Cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the LNCPPE.
- ii. The Service Provider shall be debarred from participating in such type of tender and his Performance Security may also be forfeited / invoked, if so warranted.

No Penalty will be imposed for delay attributable to LNCPPE or reasons which fall within the definition of Force Majeure as per clause 28 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 LNCPPE 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 LNCPPE 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 LNCPPE experts, LNCPPE can impose a fine of 0.25% per rejected video content.

22. GENERAL TERMS AND CONDITIONS

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

LNCPPE 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.

LNCPPE 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 LNCPPE.

LNCPPE 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 LNCPPE 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 LNCPPE. 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 LNCPPE'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 LNCPPE /LNCPPE RFPs in future for a period of at least three years.

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

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. LNCPPE will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP.

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

It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to debarring from bidding for LNCPPE /LNCPPE RFPs in future for a period of at least three years.

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

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

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

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

24. 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.

25. REPRESENTATIONS AND WARRANTIES

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

LNCPE 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 LNCPE 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 LNCPE/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.

26. INDEMNIFICATIONS AND LIABILITIES

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

LNCPPE 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 LNCPPE 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 LNCPPE or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and LNCPPE 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 LNCPPE 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 LNCPPE 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 LNCPPE against and any claims by Employees in respect of wages, salaries, remuneration, compensation, or the like.

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

27. TERMINATION

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

The Successful Bidder may terminate the Agreement, by serving a 60-day written notice to LNCPPE, 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, LNCPPE reserves the right to forfeit the Performance Security after due evaluation.

28. FORCE MAJEURE

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics quarantine restrictions lockdowns and freight embargoes. The Successful Bidder shall not be liable for

imposition of any such sanction so long the delay and/or failure of the Successful Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.

If a Force Majeure situation arises, the Successful Bidder shall promptly notify LNCPE writing of such conditions and the cause thereof within 7 (Seven) days of occurrence of such event. Unless otherwise directed by LNCPE 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, LNCPE may at its option terminate the contract without any financial repercussion on either side.

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

29. DISPUTE SETTLEMENT MECHANISM

All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. LNCPE and the Successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either LNCPE or the Successful Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996, as amended, the rules there under and any statutory modifications or re-enactments thereof and the award of such Arbitration Tribunal shall be enforceable in Indian courts only. In the case of a dispute or difference arising between LNCPE and the Successful Bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an Umpire. The award of the arbitrator will be final and binding on the parties to the Contract. The fees and the procedure of the Arbitration proceeding shall be in accordance with the prevailing policies of LNCPE.

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

The Arbitration proceedings will be in English Language.

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

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

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

30. APPLICABLE LAW

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

31. RESERVED RIGHTS

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

LNCPE will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if LNCPE 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 LNCPE 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 LNCPE, 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 LNCPE or any of its government partners in relation to this RFP. Any clarifications and all information will be via e-mail only to sailncpe@gmail.com. Noqueries shall be entertained by LNCPE after scheduled date and time mentioned in Bid schedule of the RFP.

32. CORRUPT OR FRAUDULENT PRACTICES

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

- i. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question.
- ii. Will declare a firm ineligible or debar/blacklist, either indefinitely or for a stated period of time, to be awarded a contract by LNCPE if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.

LNCPE reserves the right not to conclude the Contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment, and suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated."

33. CONFIDENTIALITY

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 LNCPE, 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 LNCPE. 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 LNCPE. This requirement is also intended to prohibit the Bidder from using information obtained from or on behalf of LNCPE or its successors or assignees, including work product prepared at LNCPE's expense, for other clients of the Bidder without the prior written approval of LNCPE. The Bidder is not authorized to identify LNCPE as a client for the purposes of marketing or for advertising, without the prior written approval of LNCPE. Upon termination of the relationship, the Bidder agrees to return promptly all information obtained from or on behalf of LNCPE or any copies thereof to LNCPE. The Bidder is not authorized to communicate with the public, including the press, about any matter in relation to its relationship with LNCPE without the prior written approval of LNCPE.

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

ANNEXURE 'I' | TERMS OF REFERENCE (TOR)

1. General

Lakshmbai National College of Physical Education, Thiruvananthapuram, (hereafter referred as "LNCPE") an academic wing of the Sports Authority of India invites Online Bids from eligible Firms to associate with LNCPE as Content Management Agency for the development of content of e-Khel Pathshala.

2. About LNCPE

Lakshmbai National College of Physical Education, Thiruvananthapuram, India is a part of the academic wing of Sports Authority of India. The college is affiliated to University of Kerala and it aims to serve as a model institute for teachers training by offering undergraduate and post graduate/ research courses. Besides the academic programme the college runs sports training schemes of SAI in a few disciplines. It provides excellent facilities for the upliftment of physical education and sports in the country.

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. Employ Drip feeding techniques to ensure high engagement levels during the learning lifecycle.
4. Use interventions for knowledge check for short term knowledge retention.
5. Adhere and customize designs based on Khelo India's guidelines, templates, and style guide.
6. 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
7. Plan holistic assessment criteria for courses and programs based on sports bodies' learning goal.
 8. Evolve assessment criteria should be combination of weightage assignment, question types and activity types.
 9. Ensure content works across platforms and devices without technical glitches.
 10. Create and execute a project plan with agile content development strategy.
 11. Content wherever voice over is required will have neutral India accent with no use of text to speech or artificial intelligence aided services.
 12. Periodic updates on milestones agreed upon by Khelo India, Respective sports bodies, and the content management agency.
 13. 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.
 14. 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.

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

Category	Format	Split	Total Estimate (Indicative)	Quantity (in mins)
Category 1	Plain Videos	<ul style="list-style-type: none"> • Live videos with/without text labeling 	57	
Category 2	2D Videos	<ul style="list-style-type: none"> • 2D Animated Videos • Edited Videos with Text Labeling • 2D Motion Graphics • Chroma Keying Videos • Object Labeling • Mix of all of the above 	1600	
Category 3	3D and animated Videos	<ul style="list-style-type: none"> • 3D Motion Graphics • 3D Animated Videos • 3D Modeling • Mix of all of the above 	300	
Category 4	PDF, brochures & other marketing Collaterals	Printable format. Per page cost	NA	

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

Scope of the content management agency

1. Platform access credentials at trainer level access will be provided by the LMS consultant designated by Khelo India.
2. 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.
3. The project will require content designers, developers, instructional designers including content writers.
4. The project will require the content management agency to procure content authoring tool that will be used to create content.

5. Content will be developed using agile methodology to accommodate for changes during the iterative feedback cycle.
6. 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.
7. Module will be the most granular unit of the program. A resource shall not be more than 5 to 8 minutes of learning time.
8. Resources can be MP4 videos, PDFs, PPTs, In-platform assessments.
9. 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.
10. Resources can be published and linked together to form a course.
11. Since resources can be shared interchangeably between modules/courses they must comply with shareable content object (SCO) rules.
12. 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.
13. Subject Matter Experts involved in shooting of content shall make use of English or Hindi while recording content.
14. Audio dubbing of all content prepared should be in following languages: -
 1. English
 2. Hindi
 3. Bengali
 4. Marathi
 5. Telugu
 6. Tamil
 7. Gujarati
15. Subtitles to be prepared in English language.
16. 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 SAI should be on an External Hard Drive, charges of which shall be borne by the bidder.
17. The deliverables can be shared over cloud or online means during review and approval stages.
18. 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.

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

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

Resource Meta Tagging

The creator will need to:

- Provide a Title to the resource
- A Description to the resource
- Enter the Learning Objective

- Select the Complexity level
- Enter the Duration of the resource
- Select the appropriate meta-tag(s) to enable effective search
- Enter the Competencies that could be acquired learning the resource
- Enter the Keyword(s)
- Select the Reviewer to send the resource for review

Actions on Resource (the most granular learning unit in the platform)

- Create resources
- Send the resource to the reviewer, for review
- Publish the approved resource
- Publish the ready to publish resource provided
- Mark the resource mandatory for Learners

Learning module creation

- Create a Learning module
- Add multiple resources to a Learning Module
- Send the Learning Module to the reviewer, for review
- Publish the approved Learning Module
- Mark the Learning Module mandatory for Learners

Course creation

- Create a Course design in consultation with the LMS consultant at Khelo India
- Add multiple Learning Modules to a Course
- Add multiple Resources to a Course
- Add multiple Assessment to a Course
- Send the Course to the reviewer, for review
- Publish the approved courses
- Mark the course mandatory for Learners

File Formats

The Authoring tool that supports following files formats:

- Videos in MP4 formats with SCORM wrapper
- PDF files
- External web URLs
- Quiz & Assessments

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)

Audio

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

PDF

- You can create your content in Word and PowerPoint and then export the file to PDF and upload.

Assessments/Knowledge Check Quizzes

- Each course can have a pre-test
- Each learning module should have an assignment or a quiz
- Each course should end with an assessment

ANNEXURE 'II' | DOCUMENTS TO BE SUBMITTED

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

Sl. No.	Criteria	Document to be submitted online
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)
4.	Declaration regarding Acceptance of all terms and Conditions of the RFP and its subsequent amendments	A declaration confirming Acceptance of all terms and Conditions of the RFP and its subsequent amendments without any deviation.
5.	Annexure VIII regarding annual turnover	Scanned copy of Annexure VIII
II. Evaluation Criteria Documents: Criteria as Mentioned in Annexure III		
6.	Past Experience	Annexure VII along with Work Order + Completion Certificates/ payment proof from client /certification from a Chartered Accountant certifying at least receipt of one payment in the claimed project.
7.	Team	CVs as per format at Annexure IX . along with declaration regarding availability from the part of the resource. <i>CVs should contain a list of projects to be considered for evaluation with brief summary elaborating the suitability against requirement in evaluation criteria.</i> Also upload the deployment plan as per Annexure IX B in, .xls format for all resources to be deployed in the project.
8.	Approach & Methodology	The presentation should be submitted along with the proposal in pdf format and if necessary and if the situation permits the service provider shall be asked to formally present the same through online medium or in person

Note: Wherever applicable, the above documents shall be used for evaluation purpose as well. It is the responsibility of Bidder to go through the Bidding Document to ensure furnishing of all required documents in addition to above. All the Bids so submitted must be **unconditional**. Bidders should make sure that all the pages should be **numbered**, and **an index** should be attached as first page with the Bid. The authorized signatory of the Bidder must sign the Bid with proper name, designation duly stamped at appropriate places and initial all the remaining pages of the Bid. LNCPE 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 LNCPE.

ANNEXURE 'III' | EVALUATION CRITERIA

EVALUATION CRITERIA

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

S. No.	Parameters	Maximum Marks	Break-up of Score
1*	Past experience of delivering projects of a similar nature	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 25 Lakhs: 0 Marks 25 Lakhs – 50 Lakhs: 10 Marks More than 75 Lakhs: 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 specific sport	10	5 marks for each project in specific sport.
3	Video PoC	10	A 2 min video demonstrating any learning video nugget of a sport program along with detailed animation and graphics. To be submitted as a drive link in a word document.
4	Experience of the key staff of firm/ institution/ organization	20	Relevant profiles as specified in the workforce section above need to be furnished. (Relevant profiles along with resumes as specified in the format) 5 marks for each profile having satisfactory experience and qualification.
5	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

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.

ANNEXURE 'IV' | BID SUBMISSION FORM

To,
Lakshmibai National College of Physical Education.

Sub: Selection of Selection of Project Management Unit for the creation of video content

Dear Sir,

1. With reference to the RFP dated 01.04.2022 for the above captioned project, and clarification issued by LNCPE, Trivandrum thereof, I/We _____, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with LNCPE (Lakshmibai National College of Physical Education) as **Selection of Project Management Unit 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 LNCPE for the afore LNCPE Project.
4. I/We shall make available to LNCPE, any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the LNCPE, 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 LNCPE 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 LNCPE shall be entitled to forfeit the performance security without out protest and demur in case of any breach of terms and conditions of RFP/Agreement by us.
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. I/we certify that we fulfill the "Fit and Proper Person" criteria as mentioned in this RFP document.
9. I/we understand that LNCPE may cancel the Selection Process at any time and that LNCPE neither bound to accept any Proposal that LNCPE 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 LNCPE.
- 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 LNCPE 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 Lakshmibai National College of Physical Education/Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
 - a. They are members of a Hindu undivided family; or
 - b. They are husband and wife; or

- c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

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

ANNEXURE 'V' | BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "Bid") against the purchaser's Bid Reference No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto Lakshmibai National College of Physical Education, Trivandrum (hereinafter called the "Purchaser) in the sum of _____ for which payment will and truly to be made to the Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the Bank this _____ day of 20___. The conditions of this obligation are:

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

- (2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity: -
 - a) Fails or refuses to furnish the performance security for the due Performance of the contract.
or
 - b) Fails or refuses to accept/execute the Rate Contract.

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

ANNEXURE 'VI' | POWER OF ATTORNEY (SAMPLE)

(Note- Board resolution in case of company)

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms.....son/daughter/wife and presently residing at, who is presently employed with us and holding the position ofas our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for Engagement with LNCPE 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 LNCPE, representing us in all matters before LNCPE, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with LNCPE, in all matters in connection with or relating to or arising out of our Proposal for LNCPE Project and/or upon award thereof to us till the entering into of the Agreement with LNCPE.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our LNCPE 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 LNCPE 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, 2022.

For
(Signature, name, designation, and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

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

Notes:

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

ANNEXURE 'VII' | ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER

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

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

IMPORTANT:

1. Use separate sheet for each Eligible Project. Please mark each sheet as Annexure II(a), Annexure II(b), Annexure II(c)... for each different project.
2. Please provide proof of eligible projects undertaken with a copy of Successful Completion Certificate attached from the Purchaser. In case Successful Completion Certificate is not available, copy of work order/copy of agreement along with bank statement in respect of the same countersigned by CA must be submitted. The submitted testimonial MUST contain detailed description of work (Scope of Work and TOR) carried out by the Bidder.

ANNEXURE 'VIII' | ANNUAL TURNOVER

S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)
2.	2018-19	
3.	2019-20	
4.	2020-21	

Certificate from the Statutory Auditor

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

Note:

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder.
- In case audit of the firm is pending for the FY 2020-21 is pending, provisional accounts certified by CA may be considered. Audited accounts and report prior to 2018-19 will not be accepted.

ANNEXURE 'IX' | WORKFORCE DEPLOYMENT

The bidder should have the below workforce on rolls of their organisation to be deployed on the project. In-case the any of these profiles are outsourced by the organisation a declaration should be given on the bidder letter head that the person shall be solely deployed for the project.

S. No.	Profile Name	Profile Description
1	Project Manager	<ul style="list-style-type: none"> • Should have 8-10 Years of experience in e-content development • Should be a graduate/postgraduate in any discipline • Should be well versed with content development life cycle • Should have at least 3-4 Years of experience in project management of e-content development projects
2	Instructional Design and Writing/Production Head	<ul style="list-style-type: none"> • Previous working experience in instructional design and video shoots for 3-4 years • In-depth knowledge of learning theories and instructional design models • Lesson and curriculum planning skills • Ability to write effective copy, instructional text, audio and video scripts • MA degree in educational technology or similar relevant field
3	Video Editor	<ul style="list-style-type: none"> • Should have 5-6 Years of experience in creatively and aesthetically designing design of e-content • Should have a degree of a diploma in animation or related field. • Should be conversant with animation software usage such as Final Cut Pro and Adobe Premier. • Experience in liaising with different stake holders of other design and production teams.
4	Graphic Designer/ Animator	<ul style="list-style-type: none"> • Should have 5-6 Years' experience in graphic design and should be conversant in reading design briefs • Should be conversant in using any design software such as Adobe Photoshop, Flash, Maya, After Effects, etc. • Should have experience in testing graphics across media. • Should be able to develop illustrations, logos and other design using software or by hand.

ANNEXURE 'IX- B' | DEPLOYMENT PLAN

The bidders are required to submit the deployment plan for all proposed resources in below format:

Sl. No.	Name	Education	Experience in years	Key Projects claimed for evaluation	Designation of the resource as per RFP
1					
2					
3					
4					
5					
6					
7					
.					
.					
.					

ANNEXURE 'X' | INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

2. REGISTRATION

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

3. SEARCHING FOR TENDER DOCUMENTS

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

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) Deleted.
- (v) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- (i) Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232.

ANNEXURE 'XI' | PRICE BID FORMAT

Category	Format	Unit	Total Quantity Estimate (A)	Estimated per unit cost (B)	Estimated cost (A*B)	GST %	Cost Inclusive of Taxes
Category 1	Plain Videos	Per Minute					
Category 2	2D Videos	Per Minute					
Category 3	3D and animated Videos	Per Minute					
Category 4	PDF, brochures & other marketing collaterals	Per Page					
TOTAL							

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

To

_____.

WHEREAS _____(Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of Contract No. _____ dated _____ for (description of services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the LNCPE 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 LNCPE, 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 LNCPE debt from the supplier before presenting us with the demand.

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

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

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

.....

....

Name and designation of the officer

.....

....

.....

....

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

ANNEXURE 'XIII' | - DRAFT CONTRACT AGREEMENT FORMAT

Contract No _____ dated _____

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

1. Name & address of the Contractor: _____
2. LNCPE's Bidding Document/RFP No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the LNCPE.
3. Contractor's Bid No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the Contractor and the LNCPE 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) LNCPE'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 LNCPE's authorised official)**
For and on behalf of _____

Received and accepted this contract

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

(Seal of the Contractor)

Date: _____

Place: _____