



**“REQUEST FOR PROPOSAL”**

**(RFP)**

**FOR**

**SERVICE PROVIDER FOR KHELO INDIA NATIONAL FITNESS ASSESSMENT PROGRAM**

**FOR**

**Sports Authority of India**

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## Introduction

Government of India has come out with the scheme “Khelo India” with following mission:

To encourage sports all over the country thus allowing the population to harness the power of sports through its crosscutting influence, namely, holistic development of children and youth , community development, social integration, gender equality, healthy lifestyle, national pride and economic opportunity related to sports development.

In order to achieve this mission, Khelo India scheme has devised 12 components. One of which is physical fitness assessment of the school going children.

In an effort to implement a component of physical fitness across all schools (Government / Private / Aided / Un-aided etc.) in India under Khelo India, wherein National Physical Fitness parameters will be evolved and a tool kit will be provided to the schools to evaluate physical fitness of all school going children, youth, fitness and sports fans, and the upcoming sporting stars, the Sports Authority of India, an autonomous body established under the Ministry of Youth Affairs & Sports under the “Khelo India” Scheme, plans to launch the “*Khelo India National Fitness Assessment Program*”.

Within the above ambit, it is the objective of Sports Authority of India to bring in a Services Provider, who can (in phases):

1. Design and development of the fitness assessment software (Khelo India Fitness App and associated software components)
2. Maintenance & up gradation
3. Analytics & reporting
4. Grievance Handling
5. Access Management of all stakeholders
6. Training on usage of application
7. Identification of sports for development of children
8. Management of fitness tests & parameters

The KHELO INDIAFITNESS APP will be completely dedicated to youth, children, sports generation, fitness & sports fans, upcoming prospective sporting stars etc.

It is hereby clarified that for the purpose of this RFP, the Sports Authority of India will be acting for and on behalf of the Government of India for the purpose of enforcing the rights hereunder:

### 1. DEFINITIONS

For the purposes of this RFP, the following terms shall have the following meanings:

- 1.1.1 “Applicable Law” means the laws and any other instruments having the force of law in India for the time being;
- 1.1.2 “Bid” means a bid submitted by a Bidder in response to this RFP;
- 1.1.3 “Bidder” means any private or public entity that seeks to design, develop and provide KHELO INDIA FITNESS APP and upgrade/update services, and submits a Bid

in furtherance of this intention;

“**SAI Website**” means the official website of Sports Authority Of India;

“**KI Website**” means the official website of Khelo India;

“**Khelo India Mobile App (KI Mobile App)**” This is a separate, general public-use mobile app that consists of ‘Where to Play’, ‘How to Play’ and other features.

“**Core Tests**”: These are small set of mandatory tests to be performed by the schools.

“**Additional Tests**”: These are tests that made be optionally added to a school, school chain, district, state/UT, zone level upon mutual agreement between SAI and the desired party stakeholder.

“**Performance Security**” shall have the meaning ascribed to the term in section 15.1.

1.1.4 “RFP” means this Request for Proposal;

“**Term**” means the period commencing from the date of execution of the Service Agreement and expiring 2 Years (24months)+ 1 year extendable after the signing of the agreement, subject to earlier termination of the Service Agreement in accordance with the terms thereof; and

## 2. SUMMARY OF BID

2.1 This RFP issued by the SAI constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria set out in Clause 4 of the RFP) to be Service Provider (as more particularly set out in Clause 6) for the term, subject to the terms of this RFP and the Service Agreement.

2.2 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 (i) acceptance by SAI of the Bidder’s Bid and (ii) the execution of the Service Agreement by both SAI and the Service Provider.

## 3. INSTRUCTIONS TO BIDDERS

3.1 The Bidders can download this RFP from the website: <http://sportsauthorityofindia.nic.in> & CPP Portal website: <http://eprocure.gov.in/eprocure/app>. The RFP has to be downloaded from the same. Subsequently, Bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in Clause 8 of this RFP.

3.2 The Bidders participating for the first time for e-Tenders on e-Tendering portal will have to complete Online Registration Process on the e-Tendering portal.

3.3 All Bidders interested in participating in the online e-Tendering process are required to obtain Class II or Class III Digital Certificates. The Bid should be prepared and submitted online using individual’s digital signature certificate.

- 3.4 Bidders Tool Kit Link (detailed help documents designed for bidders) has been provided on e-Tendering website in order to guide them through different steps involved during e-Tendering such as online procedure for tender document purchase, bid preparation and bid submission. If any assistance is required regarding e-Tendering (registration/upload/download) please contact the Govt. of India e-Tendering **Help Desk**.
- 3.5 RFP will not be sold/ issued manually from the SAI
- 3.6 Only those Bids shall be accepted for evaluation for which Earnest Money Deposit (EMD) as mentioned in the Tender items list, in the form of Demand Draft/FDR/Bankers Cheque/Bank Guarantee from scheduled commercial bank drawn in favour of "Secretary Sports Authority of India" payable at Delhi are deposited in the office of Sports Authority of India, JLN Stadium Complex, Entry Gate No. 10, Lodhi Road, New Delhi on or before scheduled date given in this RFP.

#### **4. ELIGIBILITY CRITERIA**

- 4.1 Each Bidder must fulfil the following qualification criteria:
- 4.1.1 The bidder should be registered as a company in India as per Company Act 1956/2013 or a registered Partnership Firm and should have been in operation for a period of at least 3 years.
- 4.1.2 The bidder must have an average turnover of at least Rs. 5 crores (Rupees Five Crores) during the last 3 (three) financial years.
- 4.1.3 The Bidder should have successfully completed atleast one contract for software development, mobile app (including support services) with a turnover of Rs 50 lacs in any of the last 3 financial years.( Satisfactory Completion Certificate should be submitted).
- 4.1.4** The bidder should have enrolled at least 26 number of staffs of the level as stipulated in the Scope of Work (S.No. 6.22, Page no: 18) during last one of the 3 years. (OR) The bidder should have supplied at least 26 number of staffs of the level as stipulated in the Scope of Work (S.No. 6.22, Page no: 18) during last one of the 3 years. In support of this Undertaking along with profile of the persons / staffs engaged should be submitted by the bidder (OR) Supply certificate along with profile of the persons / staffs supplied should be submitted by the bidder and undertaking by the agency to which the staffs / persons supplied should also be submitted by the bidder.

- 4.2 **ELIGIBLE BIDDERS:** The invitation for bid is open to all bidders including an individual,

Note: Joint Venture/Consortium: Maximum of two companies/contractors may participate in the tender as Joint Venture/consortium (.1V). Joint Ventures must comply the following requirements:

- i. The minimum qualification requirements for Joint Venture: The qualifying criteria parameters as set out in para 4.1.1 will be satisfied by each of the companies individually.

- ii. To satisfy minimum criteria as spelt out in clause 4.1.2, 4.1.3& 4.1.4 in case of JV, e.g. turnover, work contract etc of the individual partners will be added together.
- iii. The formation of Joint Venture or change in the Joint Venture character/partners after submission of the bid and any change in the bidding regarding Joint Venture will not be permitted
- iv. Joint Venture Agreement should legally bind all partners jointly and severally.
- v. The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- vi. The JV Agreement must include the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- vii. One of the partners responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of both the partners.
- viii. The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and both partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- ix. The contract agreement should be signed jointly by each Joint Venture Partners.
- x. An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.
- xi. The J.V. agreement has to specify the share of each individual partner for the purpose of execution of this contract. This is required only for the sole purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.
- xii. In the case of JV/consortium Payments will be made to lead partner.

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

4.3 **Fit and Proper Person:** For the purpose of determining whether the Bidder is a 'Fit and Proper Person', SAI may take the indicative criteria mentioned in 4.1.5.

4.4 Financial integrity of the Bidder;

- 4.5 Ability of the Bidder to undertake all obligations set out under the clause 4;
- 4.6 Absence of convictions or civil liabilities against the Bidder;
- 4.7 Absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment is still existing;
- 4.8 **Absence of any disqualification as specified below:**
  - 4.8.1 Conviction of the Bidder or any of its respective directors, partners, executives or key managerial personnel by any judicial body for any offence involving moral turpitude, economic offence, securities laws or fraud or any offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code, or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract;
  - 4.8.2 Admission of an application for winding up or liquidation under the insolvency Bankruptcy Code and Applicable Laws against the Bidder or any of its or their respective directors and partners;
  - 4.8.3 Any action or proceeding being initiated under the Insolvency and Bankruptcy Laws under the Applicable Law, including but not limited to declaration of Insolvency or Bankruptcy, disqualification or de-recognition by any professional body being initiated against the bidder;
  - 4.8.4 Current or previous banning of the bidder or its respective directors, partners, executives or key managerial personnel by any government body;
  - 4.8.5 Default by the bidder or any of its or their respective directors and of any of its obligations to a financial institution or has defaulted on any of its obligations to a financial institution in the last 5 (five) financial years;
  - 4.8.6 Black listing of the bidder by any government or semi-government body.

## 5. RFP PROCESS

- 5.1 This RFP is only illustrative in nature and all narrations are intended to be used by the applicant as preliminary background information. This RFP does not necessarily contain all the relevant information in relation to the Bid process and SAI 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, save in relation to the eligibility criteria, technical requirements and the evaluation principles of the Bids.
- 5.2 Upon selection of a Bidder by SAI and the Service Provider shall enter into a detailed contract/agreement incorporating the provisions of this RFP and the successful Bid ("**Service Agreement**").

- 5.3 **SAI reserves the right to:**
- 5.3.1 Rank the bidders in order of the attractiveness of the respective bids submitted;
  - 5.3.2 Review, reconsider and add/amend the scope of work to be offered in respect of the Event at any time prior to the first Bid submission;
  - 5.3.3 Reject any or all Bids (including the most competitive commercial Bid) in its absolute discretion, without assigning any reasons for the same;
  - 5.3.4 Extend the time for submission of Bids at its sole discretion at any time prior to the due date, in case of any amendments in the RFP, with the amended RFP to be duly notified on the website and the same to be binding on all the Bidders; and
- 5.4 In the event of any misstatement or misrepresentation, fraud, concealment being discovered or detected in the information furnished / 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 shall entitle SAI to terminate or cancel the appointment / engagement of the Bidder, and no further fees shall be payable or be paid by SAI to the Bidder and the Earnest Money Deposit / Performance Security, as applicable, submitted by the Bidder shall stand forfeited forthwith, without any further notice from SAI. In such an event SAI shall also be entitled to debar the Bidder from further Bidding for a period of minimum 3 years besides other remedies as may be available to SAI under law.
- 5.5 SAI will not be liable for any costs, damages or losses for the Bid process incurred by any Bidder participating in this RFP, if SAI decides to cancel the RFP process, for any reason whatsoever. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including but not limited to costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, preparation of proposal or costs incurred for providing any additional information required by SAI to facilitate the evaluation process.
- 5.6 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:
- 5.6.1 Examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
  - 5.6.2 Satisfied itself as to the correctness and sufficiency of the RFP.
- 5.7 Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with SAI or any of its government partners in relation to this RFP. Any clarifications and all information will be via e-mail only to **kheloindiafitness@gmail.com**. No queries shall be entertained by SAI after scheduled date and time mentioned in Clause 8.

**6. SCOPE OF WORK FOR THE KHELO INDIA FITNESS APP:**

6.1 Details:

6.1.1 Key Objectives:

Fitness Assessment for All Children	Sports Skills Assessment for identifying Potential Talent
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6.2 Fitness Profiling

6.2.1 Inclusive Physical Fitness and Health Profile will be given to Children (All Age, Gender, Normal and Differently-abled) for the following Age Groups:

5-8 years	9-18 years
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**6.2.2 The Khelo India National Fitness assessment Program will do the following:**

- a. Fitness data for all Children will be compiled and maintained centrally and be used for devising Standardized Indian Fitness Scale/Benchmark over a period of time
- b. Tracking of each Child and each School/Academy
- c. Fitness Data to be used for Sports Skills Assessment, Talent Identification and Nurturing

**6.2.3 User Access for different stakeholders:**

Stakeholders >	SAI	Government Agencies	Boards	School Chain	School	Child/Parent	PE Teacher/ Assessor	Authorised Agencies
<i>Data Access</i>								
National	All	As required	Own Board Schools	Own Schools				Specific Access (as defined for these agencies)
Zone/Region								
States/ UTs								
Districts Level								
School Chains								
Schools Level					Own School		Own Schools	
Student Level					Own			

The above States, boards and sub groups will also be provided with dashboard to enable them to view their data.

Each of the school will be mapped to block, district, and state. The school will also be mapped to the board (Board, CBSE, ICSE) which may be divided into different zones etc. There may be sub group such as Kendriya Vidyalaya, Navodya Vidyalaya etc.

### **6.3 Phase I: Fitness Assessment Tests for All School going Children**

#### **6.3.1 Part A: School Interface**

##### 6.3.1.1 Schools Interface

- a. Self-Registration Form, wherein schools can register their profile (post authentication)
- b. Individual Login and Password to each School/Academy
- c. Upload/updating of latest student data at the beginning of each academic session
- d. Generation of E -ID Card for each child with unique ID and QR Code
- e. Schools and Academies will be able to view the following:
  - i. School Dashboard
  - ii. Drill down to Class-wise and Student-wise Performance
  - iii. Track Top Performers and Consistent Performers
  - iv. View and Print Report Card of any Student. Reports to be visual (charts and graphs) and easy to understand.

##### 6.3.2 Personal Profile of Students:

- a. The personal information to be captured includes Name, Gender, Class/Section, Roll No, DOB, Aadhar No. or an UID (e.g. any UDISE ID), One of the Parent's mobile number (if available) to send SMS's.
- b. Additional information fields may be added later.

#### **6.4 Part B: Physical Education Teacher (PE)/Assessor Interface**

##### 6.4.1 PE Teachers/Fitness Assessors Interface

- a. Secured Login and Password
- b. School/Academy and session specific assessments
- c. Administer different sets of Battery of Fitness Assessment Tests for each age group through the mobile phone, and tag the assessment data with Student's Unique ID by scanning the Student ID Card
- d. Text and Video based Tutorials on how to use the Application and how to do the Tests. Each test to have a video and text format and along with three to five videos and respective text to explain the overall objective and other aspects of the fitness application.
- e. This module must work Offline mode and synchronize data with the central server, whenever mobile is in network range.

6.4.2 The Tests and variations for these three age groups are outlined as under (More tests may be added during the contract period by SAI)

6.4.3 The Tests and variations for these three age groups are outlined as under:

Age : 5-8 Yrs	
Parameter	Fitness Activity
BMI	Height/Weight
Flamingo Balance Test	Static Balance
Coordination Test	Plate Tap Test

Age : 9-18 Yrs	
Parameter	Fitness Activity
BMI	Height/Weight
Speed	50 Mtrs Standing Start
Endurance	600 Mtr Run/ Walk
Flexibility	Sit and Reach (Box)
Core	Partial Curl up 30 Secs
Muscular Endurance	Push Ups (Boys) & Modified Push Ups for Girls

**6.5 Mobile/Web-based Application for Fitness Assessment Partner (FAP)/Fitness Assessor (FA)**

- 6.5.1 Self-Registration Form, wherein Fitness Assessment Partner (FAP)/Fitness Assessor (FA) can register their profile using a set of unique and individual fields, and generate their Login/Password
- 6.5.2 Individual Login and Password to each FAP
- 6.5.3 FAP may subject to approval can put his Logo on the dashboard
- 6.5.4 Upload/updation of latest student data at the beginning of each academic session for School Chains and Schools they manage.
- 6.5.5 PN: The assignment of FAP or FA to a School will be done by School Management.
- 6.5.6 Generation of E- ID Card for each child
- 6.5.7 FAP/FA will be able to view the following:
  - a. List of School Chains and Schools
  - b. School/Academy Dashboards and drill down of data (as in case of schools)
- 6.5.8 Generate Individual Fitness E-Report Cards for each student of the Schools/Academies they manage, and be able to print them.

- 6.5.9 Identify Sporting Talent and track progress
- 6.5.10 **Push Notifications:** Relevant push notifications to be delivered to the devices. This could be triggered based on the data, time or even a communication sent out by SAI.
- 6.5.11 **SMS Notifications:** Relevant SMS notifications to be delivered to the end user's mobiles. This could be triggered based on the data such as qualifying for sports Fit tests, reports being ready, fitness test results or even a communication sent out by SAI. SMS Gateway will be facilitated/provided by SAI, responsibility of the service provider would be only to push messages to the gateway via software.

## **6.6 Phase II: Fitness Assessment Tests for Sports Specific Tests for selected Children**

### **6.6.1 Part A: Student Interface (To be integrated in the Khelo India Mobile App; KI Mobile APP is a separate general public mobile app)**

#### **6.6.1.1 Students/Parents Interface**

- a. Each Student and his/her Parents will be able to view the following:
  - i. Student Fitness Dashboard and Latest Fitness Assessment Report
  - ii. Goal Setting and Recommendations
  - iii. View Fitness History and Improvements over time
  - iv. Benchmark own performance against Self and National Fitness Index
  - v. Athletic children can look at Sports Skills Performance
  - vi. All tests (core as well as sports assessments) data of the student at various places (school, academy, SAI or elsewhere) should be available in the interface.
- b. Individual Report Cards to each student given by School/Academy in printed form

6.6.1.2 Social Media Integration capability for children to share their fitness data

6.6.1.3 Parents to be made available all tests fitness as well as Sports Fit tests on the Khelo India App. This should be provided as screens to be integrated into KI Mobile app.

6.6.1.4 Note: Any tests data collected by parents or self-assessment of students will reside on the KI Mobile App data server.

6.6.2 **Multi-Lingual:** Product should be designed for use in multiple languages, however, phase 1 would be in Hindi and English. Subsequently, other regional languages will be added. Service provider responsibility is to provide content to be translated in the desired format. Once language files are provided, service provider should enable the language and test accordingly.

6.6.3 **Assessor Gradation:** Fitness Assessors to be graded based on comparative assessment of data captured by Assessor and by authorized SAI assessors. A formula will be provided to grade the assessor based on number of positive or negative deviations.

#### **6.6.4 Training Program/Rollout Plan:**

1. Following Manual to be prepared by the appointed service provider
  - a. TOT Program for PE Teachers and Assessors:

- i. Test Protocols and how to do Scoring
    - ii. Data Capture Sheets
    - iii. How to upload the data
    - iv. Generation of Report Cards
  - b. Training to be done in following manner
    - i. The Vendor will do National/ Zonal Level Training of 300 Trainee Trainers from all the states/UTs to be trained (depending upon size of state/UT), in batches of 50 in 6 different locations identified by SAI
2. E-Certification from KI/SAI to be given to Master Trainers, who will further train in Districts and Clusters for School PE Teachers/other Teachers. E-Certificates for all levels of trainers will be generated by the Software with a unique number and categorization of the level. E-certificates should be in high quality printed form with digital signature for authenticity.

**Note:** E- Certificate will be issued to everyone for fitness assessment. (Template shall be provided by service provider)

#### 6.7 Part B: Web-based Admin and Analytics Platform for SAI

- 6.7.1 Provide or Approve Access to Individual Academies and Schools
- 6.7.2 Provide or Approve Access to Assessors, PE Teachers and Sports Coaches
- 6.7.3 Define Battery of Fitness Assessment Tests to be conducted (may vary from time to time)
- 6.7.4 BMI benchmarks for each Age/Gender Track records of all children and view based on fitness levels
- 6.7.5 Detailed Analytics – filtration by various criteria (sports, fitness parameters, demographics) , comparisons.
- 6.7.6 Consistency of Performance i.e. Tracking for Fitness Levels over Years/Camps (each fitness parameter tracked)

#### 6.8 Phase III: Development& Enhancement

##### 6.8.1 Part A – Sports Talent Identification

1. Filtration of the data to generate Athletic/Sports Fit Children from the fitness assessment done for all children
2. Children who have performance above the expected norms of Overall fitness levels or A group of specific basic fitness parameters, required for specific sports and position will be used to get children to play multiple sports, matching these attributes and their interest.
3. Children with sporting talent can be identified and channelized into right sports of their choice through a series of sports specific fitness tests.
4. The Athletic/Sports Fit group will be further considered for the school/ academy program by SAI but will be subject to additional selection process by coaches and specialities

5. Additional data pertaining to their existing games played and results therein will also be collected from these groups to enable their admission in the program.
6. Consistency of Performance to be tracked for various purposes Students to be given their individual Sports Skills Assessment Card with recommendations on what they need to do to maintain/improve their fitness levels.
7. They/their coaches can track their progress, compare themselves against the best and have deeper insights.
- 8.
9. Children who are identified as Sports Fit children through the Khelo India Fitness App will be administered a set of Sports Specific Tests, to channelize children to choose the most suitable sports from amongst a variety of sports, based on a battery of tests will be defined by panel of experts at SAI.

**6.8.2 List of Sports Fit Tests:**

The assessment of Fitness Level will done based on a battery of Health-related or Skill-related Physical Fitness Tests, followed by a series of intervention and assessment programs on physiological and sporting skills, so that Sports-ready Talent can be spotted and developed further.

<b>PHYSICAL FITNESS COMPONENTS</b>			
<b>Health-Related Fitness Components</b>	<b>Skill-Related Fitness Components</b>	<b>Physiological components of Fitness</b>	<b>Sports related components of Fitness</b>
Body Composition	Agility	Metabolic Fitness	Team
Cardiovascular Fitness or Endurance	Balance	Morphological Fitness	Individual
Flexibility	Power	Bone Integrity/ Bone Strength	
Muscular Endurance	Speed	Other	
Muscular Strength	Co-ordination		
	Reaction Time		

Children who are identified as Sports Fit children through the Khelo India Fitness App will be administered a set of Sports Specific Tests, to channelize children to choose the most suitable sports from amongst a variety of sports.

Each Sports and Positions with a Sport requires a different set of Fitness attributes. Children who are identified as Sports Fit children through the Khelo India Fitness App will be administered a set of Sports Specific Tests, to channelize children to choose the most suitable sports from amongst a variety of sports. The following is an illustration of battery of fitness assessments for each sports. These batteries of tests will be defined by panel of experts at SAI.

20 yard shuttle test
2 Hop Jump
505 Agility Test
Arm Span
Arrowhead Agility Test
Astrand Test
Flamingo Balance Test
Balsom Run
Bench Press 1RM
Cooper 12 Minute Run
Cycle Test
Hand Grop Strength Test
Hand Span
Loughbourough Intermittent
Lung Function Test
Push Ups
Reaction Time Test
Rotational Power Ball Throw
Shoulder Flexibility Test
Shuttle Cross Pick Up Test
Shuttle Run (Beep) Test
Shuttle Swim Test
Sit and Reach Test
Sit Ups
Skinfold Test
Sports Vision Tests
Sprint Fatigue Test
Sprints (20 mt, 30 mt, 40 mt, 50 mt)
Swimming Step Test
Vertical Jump
Yo-Yo Intermittent Recovery Test

The outputs of skills assessment for different sports may also be defined from time to time for different levels of skills.

Students to be given their individual Sports Skills Assessment Card with recommendations on what they need to do to maintain/improve their fitness levels. They/their coaches can track their progress, compare themselves against the best and have deeper insights.

The software must be capable of defining or modifying the battery of fitness assessment tests for all children or sports specific fitness assessment.

The software must be capable of defining or modifying the battery of fitness assessment tests for all children or sports specific fitness assessment.

The outputs of skills assessment for different sports may also be defined from time to time for different levels of skills. For e.g. Gymnastics report card may look like this:

## **6.9 Part B –Fitness assessment for selected players**

### **6.9.1 National Fitness Index/Benchmarks:**

1. Age and Gender-wise National Benchmarks
2. State and Region wise Reference Benchmarks
3. Dynamic/Progressive, based on data points over a period of time
4. Healthy Zones/Fitness Levels to be defined based on percentiles and bell curve distribution
5. Benchmarks to be frozen at the beginning of each academic year
6. Samples to be checked for deviations
7. Automatic generation of Ratings

### **6.9.2 Enhanced Web-based Analytics Platform for SAI**

- a. View National Benchmarks of Fitness (for each Age/Gender) as they evolve over period of time
- b. Map based data visualization for SAI authorities to understand strengths and weaknesses in various parts of the country.
  - i. As the data captured overtime could be huge, in addition to reports, an analytics tool may be considered for flexibility in reports and unearthing the valuable information from the collected data. This tool would be exclusively used by SAI authorities or its representatives to provide necessary answers.
- c. Identification of Sports Fit children and Identification of children who need attention
- d. Based on usage and ease of reading individual and other reports, SAI may consider revising them to include more graphs in such reports. Design should facilitate use of graphs.

### **6.9.3 Part C – Fitness Assessment for differently - abled children**

#### **1. Fitness Assessment For Different-abled Children:**

- A. Identification of Nature of Disability (Current Academic Year) as per RPWD Bill 2016.
- B. Administration of adapted Fitness Tests for different Disability Types.

## **6.10 Further enhancements will include**

6.10.1 Physical Activity lesson plans/sports techniques - Class-wise Lesson Plans for PETs for daily usage of the App.

- I. The software must be capable of defining or modifying the battery of fitness assessment tests for all children or sports specific fitness assessment. The outputs of skills assessment for different sports may also be redefined from time to time for different levels of skills.
- II. Reward and Recognition Program
  - a. Reward and Recognition to each student and school/academy for achieving the fitness goals - Top Schools and Top Students get Special Recognition in terms National Fitness Awards.

b. Khelo India will identify and recognize the following:

- i. Fittest Children in India
- ii. Fittest Cities
- iii. Fittest Schools
- iv. Fittest States

6.10.2 Considerations for Assessment and Monitoring System

**6.11 Tracking will include:**

- (i) Track records of all children and view based on fitness levels
- (ii) Analyse by Levels of Fitness of Children.
- (iii) Tracking for Fitness Levels over Years
- (iv) Analyse overall improvement of fitness of any School/School Chain or Fitness Assessment Partner
- (v) Comparison between Regions/Zone, Age Groups, Class-wise Comparisons etc.
- (vi) Identification of Sports Fit children and Identification of children who need attention
- (vii) Consistency of Performance i.e. tracking for Fitness Levels over Years (each fitness parameter tracked).
- (viii) View National Benchmarks of Fitness (each Age-Gender has a benchmark
- (ix) Define re
- (x) commended Physical Activity and Lifestyle Changes (As resource links in the application)
- (xi) Appropriate communication with parents and students

6.12 Important Considerations:

- 6.12.1 Application architecture should support for
- 6.12.2 Adding of new tests including general tests, sports assessment tests, capturing of textual or numeric data such as medical data.
- 6.12.3 Changing or archival of existing tests or data capture fields
- 6.12.4 Flexibility to assign additional tests (apart from core tests) at school, school chain, district, state, zone or national level (as per access chart provided above).
- 6.12.5 Application to work in remote villages in Offline Mode as well, with Data getting synced whenever there is connectivity
- 6.12.6 Design should include valid data ranges wherever applicable to ensure only valid data is captured.
- 6.12.7 Open APIs and XML feeds for various organizations to use National Fitness Data (like Aadhaar) for integration with their IT systems
- 6.12.8 Integration with UDISE – School and Student Data Capture
- 6.12.9 Import student data from school management system (if available) using excel or API.
- 6.12.10 Reports and Analytics should be designed for easy visualization of data form by using appropriate Charts and graphs.
- 6.12.11 Open Source / Third Party Controls/ Licenses: Third party controls have to be used with caution and only if absolutely necessary. Only established and stable open source code with acceptable support and user base has to be considered. Use of commercial software should be highlighted with licensing requirements and costs associated with use of such licensed software.

- 6.13 **Points:** For fitness level to be understood easily there should be a point scale.
- 6.14 **Videos:** Each test (maximum of 25 test videos) on advance stage to have a video and text format and along with three to five videos and respective text to explain the overall objective and other aspects of the fitness application.
- 6.15 **Player Pipeline:** Database of the players/ athletes with complete background and historic references of the identifier/earlier assessor.
- 6.16 Server Infrastructure:**
- 6.16.1 To be hosted on a Dedicated NIC Server/ Data Centre (DC) with data backup and Data recovery (DR). Service Provider should provide deployment architecture for setting this up with NIC. To be hosed in NIC server, as per NIC policy, Application has to clear Security Audit by Government Approved Security Audit Agencies. Cost to be incurred for security audit should also be borne by Service Provider.
- 6.16.2 Service provider to ensure a Scalable and Flexible Architecture, with highly optimized Application DB, Web Services and Storage
- 6.16.3 Performance Requirements: The number of the students to be assessed can be estimated between 1 and 3 crores initially and increase substantially over a period of time. So, deployment architecture to be provided to NIC should scale up as required, to capture fitness data of these children each year and run the Mobile App and Analytics seamlessly. Such architecture should include Application, Security, Hardware and Bandwidth to cater to growing number of new schools, students and other users.
- 6.17 Non-functional Requirements:**
- a. Security and VA: Industry standard security should be used to secure data. Require Vulnerability Assessment certificate for application. The complete application will be offered by the Service Provider for VA to the indicated CERT empanelled Service Provider. The Service Provider is expected to include cost of VA in the proposal. Modifications in the application, if any, as desired by the VA conducting firm will have to be undertaken. Application will be accepted only after successful VA.
  - b. Coding: Follow industry standard coding process. Like proper comment, exception, message etc. should be followed.
  - c. Platform/Browser independence: The web application should be able to work on any of the modern browsers like Firefox / Explorer / Opera /Chrome, and of the common Operating Systems like Linux and Windows.
  - d. Data migration: There should be an easy way to migrate data from the current manual system to a new system. The system should be able to import files in excel (.xls, .xls or xml formats. Similarly, the system should be able to export data in xls or xml formats).
  - e. Flexibility: It is desirable to have a system that is flexible enough to allow the developer to convert code in higher version of technology. So, Coding standard should follow accordingly.
  - f. Ease of use and Documentation: The software should be designed for extensive customizability. The user-interface should be intuitive and easy to navigate. There should be a proper documentation of the system. This document should be so simple yet precise so that a newly appointed developer/user should do all the things easily.
  - g. Audit Trail: History and tracking facilities, maintaining an audit trail.

- h. Any additional features to the system will be considered for additional marks by the evaluation committee.
  - i. **Data privacy:** conform to prevalent Government regulations.
  - j. Parent authorisation to schools to capture data of student
  - k. Audit trail of user access will be done.
  - l. Open APIs and XML feeds for various organisation to use National Fitness Data (like Adhar) for integration with their IT systems. Integration with UDISE- School and Student Data Capture.
- 6.18 **Testing:** Once the software has been fully developed and tested at the developer’s location, further live testing of software shall be carried out with live data. Resources for carrying out this testing (viz. manpower for data entry etc.) shall be provided by the Service Provider. Preparation of the test data would be the responsibility of the Service Provider.
- 6.19 **Access Control:** Solution must allow read/write access privileges to be set for categories of users as well as for screens and system modules.
- 6.20 **Upgrades:**
- a. The software will undergo upgrades, based on feedback from different stakeholders.
  - b. New upgrades to be released at a frequency of 6 months.
  - c. Versions to be maintained for audit purpose.
- 6.21 **Staff Requirements (Maintenance, Operations and Support) initially for 2 years**

To comply with the Service Level Agreements (SLAs) and perform the below listed services post development of the application, the following minimum resources are suggested but the vendor may estimate staff& hardware needs as deemed fit.

1. Maintenance & up gradation
2. Analytics & reporting
3. Grievance Handling
4. Access Management of all stakeholders
5. Training on usage of application
6. Identification of sports fit children
7. Management of fitness tests & parameters
8. Backed team to manage Customer Queries.

6.22 **Application Support:**

6.22.1 Staff for Application Upgrade, Change Management, Analytics, reporting, access management, identification of sports fit children, management of fitness tests and parameters with proper staffing tentatively mentioned below :

<b>KHELO INDIA FITNESS APP - MANPOWER FOR FITNESS ASSESTMENT CENTER</b>	<b>No. of Persons</b>	<b>Notes</b>
<b>OPERATIONS TEAM</b>		
GM Operations - for overall management ( MBA with 10 years’ experience with preferable experience in Technology )	1	
Regional Managers ( MBAs with 5 years’ experience with	6	

communication/marketing skills )		
Executive assistance to RMs ( Graduate with 2 years of experience )	6	
Operational staff for GM office - Assistant (Govt experience) + Data Entry Operator/executive assistant	2	
<b>TECHNICAL TEAM</b>		
Senior software managers ( B.Tech with min 5 years of experience in software development )	2	
Sr. Analytics specialists (5 years' experience)	1	
Jr. Database/Analytics (3 years' experience)	1	
Junior Staff for Analytics / data base, Application Upgrade, Change Management ( IOS, Android, web and QA ) (Min. 3 years exp)	5	1 IOS, 1Android, 1 Web, 2 QA
Technical staff for supporting DC, DRC	2	
<b>Hardware requirement</b>		
PCs/Laptops	26	1 for Each Resource
Printer	08	
Software License (Windows Server)	6	2 for Prod, 2 for DRC, 2 for Dev/Stage
Software Licenses (Visual Studio)	2	For Web Dev
Software Licenses (Database)	6	2 for Prod, 2 for DRC, 2 for Dev/Stage
(# of Licenses required depends on the deployment architecture, this is provided based on 2 server with load balances and similar DRC setup)		

**CV of all manpower will be approved by SAI.**

**6.22.2 Whenever the staff is required to travel at the request of SAI, there travelling expenditure will be reimbursed as per following norms:**

- GM will be entitled for DD level of SAI
- RM/Sr. software Engineer will be entitled for AD level of SAI
- Others will be entitled for Jr. accountant level

**6.22.3 Training Support:**

Training on the application software, training on general computer skills, soft skills, and customer service & delivery.

As part of the quote, Service Provider has to present the required staff to provide

- **Application Support:** # of Developers/testers, qualification, experience and costs,
- **Training Support :** # of Trainers, Qualification, experience and Cost

#### 6.22.4 Timeline

Phase 1: Delivery of the final product should be completed within 2 months (60 days) from issue of the work order and;

Phase 2: should be delivered within 120 days from issue of the work order and

Phase 3: within 180 days from date of work order.

Time shall be of essence and the project milestones should be delivered within above referred milestones.

#### 7. EARNEST MONEY DEPOSIT

7.1 Bidders shall submit, along with their Bids, an earnest money deposit of INR20,00,000/- (Indian twenty lakh) ("**Earnest Money Deposit**") in the form of demand draft/ Banker's cheque/ FDR/ Bank Guarantee from a commercial bank valid for 45 days beyond the bid validity period, drawn in favour of "**Khelo India**". The Earnest Money Deposit shall not be accepted in any other form. The Earnest Money Deposits of all unsuccessful Bidders will be refunded at the earliest after expiry of the final bid validity and latest on or before 30<sup>th</sup> day after the award of the contract with the successful Bidder. If there is no successful Bidder, the Earnest Money Deposits will be refunded to all the Bidders.

i. The Earnest Money Deposit is interest-free and will be refundable without any accrued interest.

ii. Any Bid submitted without Earnest Money Deposit will be summarily rejected.

7.2 The Earnest Money Deposit of the Bidder will be forfeited by the SAI in the event of any of the following conditions:

7.2.1 The Bidder withdraws or amends its/his Bid/tender or impairs or derogates from the tender in any respect with the period of validity of the tender;

7.2.2 The Bidder does not respond to requests for clarification of its Bid within a reasonable period of time.

7.2.3 The Bidder fails to provide information required by SAI during the evaluation process or is found to be non-responsive or has submitted false information in support of its qualifications;

7.2.4 The successful Bidder fails to sign the Service Agreement within the stipulated time period or does not furnish the Performance Security within the stipulated time period; and/or

7.2.5 The Bidder materially alters its Bid during the Bid processing period. Bidder breaches any of the terms of Bid Document.

7.2.6 If successful Bidder fails to furnish the required Performance Security within the

specific period.

## 8 BID SCHEDULE

The schedule and various other details for submission of Bids have been set out below:

Sr. No	INFORMATION	DETAILS
1	Publishing of RFP through e-tender	03 July 2018 at 03:00 PM
2	Earnest Money Deposit (EMD)	INR 20,00,000/- (INR twenty Lacs only)
3	Last date for submission of written queries for clarifications.	13 July 2018 at 05:00 PM
4	Details of Pre-Bid conference	13 July 2018 at 11:00 AM at Sports Authority of India, Head Office, Lodhi Road, New Delhi.
5	Bid submission Start Date	17 July 2018 at 11:00 AM
6	Last date (deadline) for Bid submission	23 July 2018 at 04:00 PM
7	Place, Time and Date of opening of Bids received in response to the RFP notice	24 July 2018 at 04:00 PM at Sports Authority of India, New Delhi
8	Contact Person for queries	AD (IT), SAI
9	Addressee and Address at which proposal in response to RFP notice is to be submitted	DDG, Sports Authority of India, New Delhi

8.1 SAI reserves the right to vary or discontinue the process or any part thereof at its absolute discretion at any point of time.

## 9 BIDDERS' QUERIES AND RESPONSES THERETO

9.1 All enquiries from the bidders relating to this RFP must be submitted exclusively to the contact person at the given email address/by post or by hand. The queries should necessarily be submitted on or before scheduled date and time mentioned in clause 8 in the following format:

To, AD (IT), Khelo India, Sports Authority of India, New Delhi.			
<b>BIDDER'S REQUEST FOR CLARIFICATION</b>			
Name of Organization submitting request		Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of contact & contact details of local office as well
			Tel:
			Fax:
			Email:
<b>Sl. No.</b>	<b>Bidding Document Reference(s) (section number/page)</b>	<b>Content of RFP requiring clarification</b>	<b>Points of Clarification required.</b>

- 9.2 All enquiries should be sent to SAI only through email only. The SAI shall not be responsible for ensuring that Bidders' enquiries have been received by them. SAI shall endeavour to provide a complete, accurate, and timely response to all questions to all the Bidders. However, SAI makes no representation or warranty as to the completeness or accuracy of any response, nor does SAI undertake to answer all the queries that have been posed by the Bidders.
- 9.3 SAI will host a Pre-Bid Conference, scheduled as per the details in Bid Schedule at clause 8. The representatives of the interested Bidders may attend the pre-bid conference at their own cost. The purpose of the conference is to provide Bidders with information regarding the RFP and discuss bidder's queries, together with proposed solutions. The SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference.
- 9.4 Within 2 days from the Pre-Bid Conference, the SAI shall issue responses to all of the bidders' written queries, together with any other revised documents (if required).

## **10 SUBMISSION OF BID**

- 10.1 All documents are to be uploaded in PDF or scanned copies online.
- 10.2 The Bidder is required to upload:
- Scanned copy of D.D. / Bankers Cheque drawn against the E.M.D to be paid as per this RFP.
  - Bid Eligibility Criteria documents as mentioned in this RFP.
  - Technical Bid documents as mentioned in this RFP.
  - Commercial Bid as per this RFP.
  - Bidder must complete and sign the Undertaking at **Annexure-A** and required documents.
  - The Bid should be filled by the Bidder in English language only.
  - In no case Commercial Bid will be entertained in Hard Copy.
- 10.3 Bidders are requested to submit 'Online Bid' only in PDF/Scanned copy. Hard Copy of Bid documents will not be accepted.
- 10.4 The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
- 10.5 Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices.
- 10.6 If any Bidder does not qualify in technical evaluation, the Commercial Bid shall be returned unopened to the Bidder.
- 10.7 The Bids shall be valid for a period of 180 days from the date of submission of the Bids. A Bid valid for a shorter period may be rejected as non-compliant. On completion of the validity period, unless the Bidder withdraws the Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws the same.

10.8 In exceptional circumstances, at its discretion, SAI may solicit the Bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

10.9 The envelope containing the EMD must be received in the office of the Sports Authority of India, New Delhi between 10 am to 5 pm on any working day up to date mentioned in Bid Schedule at clause 8. (Before the bid opening date).

10.10 **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

10.10.1 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;

10.10.2 Information that is found to be incorrect/misleading at any stage during the tendering process;

10.10.3 Inclusion of commercial Bid details in a technical Bid, or technical Bids that reveal quotations, in any form; and

10.10.4 Non-fulfillment of the eligibility criteria, set out in Clause 4, by the Bidder.

10.11 **Rejection of Commercial Bids**

10.11.1 In addition to any other reasons stipulated in this RFP, commercial Bids may be rejected under any of the following circumstances:

10.11.2 Incomplete Bids that do not set out the Service Fee for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the Bidder.

10.11.3 Commercial Bids made through Tele fax/Telegraphic/Fax/E-mail/by post.

10.11.4 Bids which do not confirm unconditional validity of the bid for 180 days from date of opening of Bid.

10.11.5 Bids which do not conform to SAI bid format.

10.11.6 Bids in respect to which the bidder does not accept SAI rectification of clerical/arithmetical discrepancies in the commercial bid, if any.

10.11.7 Any Commercial Bid that does not comply with the conditions laid down by SAI.

10.12 **Other Reasons for Rejection of Bids**

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

10.12.2 Bids in which the Bidder seeks to influence the SAI bid evaluation, bid comparison

or contract award decisions.

10.12.3 In view of two bid systems, SAI may first open technical bids. If the same is not complete and lacking with respect to any requirement(s), the same would be rejected straightaway & without opening the commercial bid.

10.12.4 By adopting the procedure above, the commercial bids of those bidders, whose technical bid(s) are found acceptable, shall be opened and processed further as per rules laid down for the same.

10.12.5 Bids that are submitted late will be rejected.

### **10.13 Correction of Errors**

10.13.1 Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the submission of the Bid.

10.13.2 Arithmetic errors in proposals will be corrected as follows: In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the proposal form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall proposal price to rise, in which case the proposal price shall govern.

## **11 CONFIDENTIALITY**

11.1 The Bidder agrees and acknowledges that this RFP is confidential and the Bidder, by purchasing the tender document, agrees and undertakes that nothing contained in this RFP shall be disclosed in any manner whatsoever, except to the financial and legal advisors of such Bidder. The undue use by any Bidder of confidential information related to the Bid process may, at the sole discretion of SAI, result in the rejection of its Bid. The Bidder shall further ensure that such financial and legal advisors of the Bidder maintain confidentiality of the RFP and any information disclosed to them in relation thereto.

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

11.3 All information and documents that are furnished by the Bidder will be treated as

strictly confidential by SAI and shall not be disclosed by SAI to any other party, or otherwise used by itself, other than (a) for evaluating the Bids submitted; or (b) as required by Applicable Law.

## 12 DOCUMENTS TO BE SUBMITTED ALONG WITH BID

### 12.1 ENVELOPE to be submitted to SAI

Demand draft (in the name of 'Sports Authority of India') containing Earnest Money Deposit.

Bidders are requested to submit online the following Eligibility and Technical Bid documents in PDF/Scanned copy.

- i. Documents supporting the Eligibility criteria as laid down in clause 4 of this RFP.
- ii. Documents supporting Technical Evaluation criteria as laid down in clause 13 of this RFP.
- iii. A true copy of an appropriately notarized Board Resolution, power of attorney or a certified true copy of a duly executed board resolution, in each case authorizing the relevant representative to sign all relevant documents on behalf of the Bidder.
- iv. Undertaking that the Bidder meets the Fit and Proper Person criteria as laid down in this RFP.
- v. Documents for Income Tax PAN and GST Registration.
- vi. Undertaking in format annexed at Annexure - A.
- vii. Company/Firm's profile as per Annexure - B.

### 12.2 Commercial Bid

The Commercial Bid should be uploaded on the online mode only on the e-tendering website in the 'Commercial Bid Form' provided in **Annexure - C**.

## 13 EVALUATION OF BIDS

13.1 The Bids will be evaluated on the basis of the QCBS method as mentioned in GFR 2017. 30% Score for Financial Bid and 70% Score for Technical Bid.

### 13.2 Phase I: Evaluation of the Technical Bid:

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

S.NO	BID COMPONENT		WEIGHTAGE
<b>1</b>	<b>Profile of the company or JV</b>		<b>[10]</b>
	Avg Turnover in last 3 year 5 to 10 crores in last 3 years	5	

	Avg Turnover in last 3 year more than 10 crores in last 3 years	10	
<b>2</b>	<b>Preparedness (work plan methodology)</b>		<b>[25]</b>
	Demo of an existing application in the market developed by the bidder (close to the requirement of SOW)	10	
	Support & Services of existing App	10	
	Demo & prototype of Khelo India Fitness App	5	
<b>3</b>	<b>Experience in development, maintenance &amp; support of sports or fitness app</b>		<b>[15]</b>
	1 data upto 50,000	5	
	2 Data more than 50,000 upto 5,00,000	10	
	3 Data more than 5,00,000	15	
<b>4</b>	<b>Work Plan on support system (services &amp; analysis)</b>		<b>[20]</b>
	Methodology of services Existing Expertise	10	
	Quality & number of technical staff allotted for this project (Give CV of each of the full time & part time person to be deployed for the project)	10	
	<b>Total</b>		<b>[70]</b>

13.3 A Bidder must get a minimum of 35 points in the Technical Evaluation to proceed to opening of commercial bid.

13.4 The Commercial Bid shall be evaluated on the basis of 30% weightage.

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

13.6 The Bid of the Bidder, who obtains the highest total score (Ts) across the technical

bid and the commercial bid, 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 Bid with the highest technical score (St) will be rated as the 'Best Bid'.

- 13.7 Further, in the event that one or more Bidders with the same Ts value also have the same technical score (St), SAI may, in its sole direction, declare any one of such Bidders as the successful Bidder. SAI may also exercise its discretion in declaring the successful Bidder by evaluating whether: (a) the commercial Bid of the Bidder rated as having submitted the 'Best Bid' is in accordance with the requirements set out in the RFP; and (b) the Bidder winning the 'Best Bid' is adequately equipped to perform the services in a satisfactory manner.

SAI reserves its right to reject any bid for any reason whatsoever.

#### **14 DECLARATION OF SUCCESSFUL BIDDER; SIGNING OF CONTRACT**

- 14.1 Prior to the expiration of the validity period for the Bid, SAI will notify the successful Bidder in writing by registered post or by facsimile or email transmission that its Bid has been accepted. SAI will also send to the successful Bidder, a draft of the Service Agreement, along with the afore-mentioned notification. The successful Bidder and SAI shall discuss and enter into a mutually agreeable final written form of the Service Agreement and each party shall retain one original of the signed Service Agreement. It is clarified that the Service Agreement will incorporate the provisions and principles of the RFP and the Bid submitted by the successful Bidder and shall not have terms and conditions more onerous on the Service Provider than those contained in the RFP.
- 14.2 The failure of SAI and the successful Bidder to agree to the terms and conditions of the Service Agreement shall constitute sufficient grounds for the annulment of the successful Bid, following which SAI may, in its sole discretion, either declare the next best Bid submitted in response to the RFP notice as the successful Bidder or call for fresh proposals.
- 14.3 Upon the successful signing of the Service Agreement by the Bidder and SAI, and the Service Provider furnishing the Performance Security, as set out in Clause 15, SAI will promptly notify the name of the winning Bidder to each unsuccessful Bidder and refund their respective Earnest Money Deposits.
- 14.4 Term of the Service Agreement: The Service Agreement shall commence on the date of its execution and shall be valid up to the conclusion of the Term.

#### **15 PERFORMANCE SECURITY**

- 15.1 In order to ensure the due performance of the awarded contract, the Service Provider/Successful Bidder shall, within 7 (seven) days of entering into the Service Agreement with SAI, furnish an irrevocable bank guarantee for an amount of 10% of the accepted value of the contract ("**Performance Security**") failing which an amount of 0.05% 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 SAI entitling SAI to forfeit the Earnest Money besides other remedies as may be available to SAI.

- 15.2 The Performance Security shall be valid for a period of 180 (one hundred and eighty) days from the date of expiry of the Term or termination of the Service Agreement, whichever is earlier. The Performance Guarantee shall be revalidated and replenished. It may require revalidation from time to time as the case may be.
- 15.3 All incidental charges whatsoever such as premium and commission with respect to the Performance Security shall be borne by the Service Provider. No interest will be payable on the Performance Security by SAI.
- 15.4 Material failure on the part of the Service Provider, which is not cured within reasonable time from receiving a written notice of such failure from SAI, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds for the enforcement of the Performance Security by SAI to the extent of its loss.

## **16 TERMS OF PAYMENT**

- 16.1 The payment for development of Mobile App (Amount X) will be released as per below schedule;
- 30% on satisfactory delivery of 1<sup>st</sup> phase.
  - 30 % on satisfactory delivery of 2<sup>nd</sup> phase.
  - 30% on satisfactory delivery of 3<sup>rd</sup> phase.
  - 10% on submission of final service / delivery report, subject to the satisfaction of SAI.

The payment of services in the form of support services quoted for 24 + 4 months will be quarterly ( $3 \times Y / 28$ ) at the end of each quarter from the month services are established (Which will be ordinarily on completion of phase I)

- 16.2 SAI will be permitted to deduct TDS on the Fee as per Applicable law. Service Provider will raise necessary invoice at least 30 days prior to the payment due date.
- 16.3 Service Provider should furnish details of the location from where they are going to raise their Bills / Invoices to SAI.
- 16.4 Service Provider must raise their Bills / Invoices in the name of SAI.
- 16.5 The payment to the Service Provider will be made as per condition mention above 15 (a) depending upon the actual duration of the services rendered at Client office after availing service.
- 16.6 In case of a milestone based assignment, the payment to the agency shall be made after completion of the milestone on the basis of actual man-month of services rendered for achieving the particular milestone.
- 16.7 Payment must be subjected to deductions of any amount for which the service provider is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at source) as per the current Income-Tax Act and /or any other Govt. orders / rules. The service provider shall be liable for taxes such as GST or any other applicable tax.

16.8 All payments will be made through RTGS only.

**17 OTHER TERMS AND CONDITIONS OF THE BID**

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

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

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

17.4 The Bidder must strictly comply with all terms and conditions herein.

17.5 SAI reserves the right to call upon any or all the Bidders to satisfy SAI 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, SAI may call upon any or all the Bidders to make a presentation to SAI 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 SAI shall not be considered for any further evaluation and shall stand immediately disqualified.

17.6 SAI is under no obligation to declare the Bidder quoting the lowest Fees as the successful Bidder. The quality of services anticipated to be provided by the Bidder (to be determined primarily on the basis of the documents/information provided by the Bidder) shall be material criteria for awarding the contract.

17.7 The Bidder shall maintain and provide, at its own expense and to the reasonable satisfaction of SAI, such offices and other premises, as may be necessary for the efficient and effective performance of its obligations under the scope of work.

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

Performance certificate to be issued by SAI to the Service Provider upon the satisfactory discharge of its services in respect of each Phase of the 'KHELO INDIA FITNESS APP'.

17.9 Governing Law and Jurisdiction: The RFP and the relationship between the Bidder and SAI 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 SAI.

- 17.10 It will be the responsibility of each Bidder to fully acquaint itself with all operational and legal conditions and factors which may have any effect on the execution of the awarded contract as described in the RFP. SAI shall not entertain any request for clarification from the Bidder in relation to such operational or legal conditions. Further, no financial adjustments to the Bids shall be made subsequent to the submission of the Bid on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors.

**18 Penalty**

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

- i) 0.5% of payment work order/agreement (for each of the phase) per day subject to maximum 20% for 40days delays;
- ii) After forty days delay the Department reserves the right to cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the SAI.
- iii) For support services, the reasonable deduction for failure to provide requisite qualified manpower will be made.

The Service Provider shall be black listed 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 SAI or reasons beyond control of the vendor.

**19 GENERAL CONDITIONS OF CONTRACT**

- 19.1 The general conditions of contract, set out in this Clause 19, shall be incorporated in the Service Agreement and shall apply to the extent that the provisions in other parts of the RFP do not supersede them.

**19.2 General Provisions:**

**19.2.1 Relationship between the parties:**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent between SAI and the Bidder. The Bidder, subject to the provisions of the RFP or the Service Agreement, has complete charge over the personnel delivering the services and shall be fully responsible for the services performed by them or on their behalf.

**19.2.2 Headings:**

Headings shall not limit, alter or affect the meaning of this RFP.

**19.2.3 Notices:**

Any notice, request or consent required or permitted to be given or made pursuant

to this RFP shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post or facsimile or email transmission to such party at the address, facsimile number or email address specified.

A party may change its details for notice hereunder by giving the other party 7(seven) days' prior written notice of such change.

**19.2.4 Location:**

The services shall be performed at such locations as are determined in accordance with the terms of this RFP or the Service Agreement.

**19.2.5 Authorized representatives:**

Any action required or permitted to be taken, and any document required or permitted to be executed under this RFP by SAI or the Bidder may be taken or executed by the authorized representatives of each party.

**19.2.6 Taxes and Duties:**

The Bidder shall be liable to bear GST, any direct and indirect taxes, duties, fees, cess, surcharge, levies and other impositions levied under Applicable Law, save that each party shall be liable to bear its own income taxes and all payments shall be subject to tax to be deducted at source.

**19.2.7 Measures to be taken by SAI:**

It is SAI's policy to require that SAI as well as the Bidders and all its members observe the highest standard of ethics during the execution of the Service Agreement. In pursuance of this policy, SAI, defines, for the purpose of this provision, the terms set forth below as follows:

19.2.8 "Corrupt practice" means the offering, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a SAI official in the selection process or in contract execution;

19.2.9 "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

19.2.10 "Collusive practices" means a scheme or arrangement between 2 (two) or more Bidders, with or without the knowledge of SAI, designed to establish prices at artificial, non-competitive levels; and

19.2.11 "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

19.2.12 SAI may terminate the arrangement forfeiting the Performance Security/ Earnest money if it is determined at any time that representatives of the Bidders were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract.

19.2.13 SAI may also impose sanctions against the Bidder, namely declaring the Bidder ineligible for the award of the contract, if SAI, at any time, determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, any SAI financed contract or event.

**19.3 Commencement, Completion, Modification or Termination of the Service Agreement:**

19.3.1 Effectiveness of the Service Agreement:

The awarded contract shall come into force and effect on the date of execution of the Service Agreement.

19.3.2 Commencement of Services:

The Bidder shall begin carrying out the services in terms of the Service Agreement.

19.3.3 Entire Agreement:

The RFP and the Service Agreement contain all covenants, stipulations and provisions agreed to by the parties. No agent or representative of either party has the authority to make, and the parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein or in the Service Agreement.

19.3.4 Modifications or Variations:

19.3.5 Any modification or variation of the terms and conditions of the Service Agreement, including any modification or variation of the scope of the services, shall only be made in writing by mutual agreement between the Service Provider and SAI.

19.4 Force Majeure:

19.4.1 Definition:

- (i) For the purposes of this RFP, “**Force Majeure**” means an event which is beyond the reasonable control of SAI or the Government of India or the Bidder, is not foreseeable, is unavoidable and not brought about by or at the instance of SAI or the Bidder claiming to be affected by such event and which has caused the non-performance or delay in performance, and which makes SAI’s or the Bidder’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is

not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, quarantine or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where SAI or the Bidder has the power to prevent such strikes, lockouts or other industrial action), confiscation or any other action by government agencies.

- (ii) Force Majeure shall not include: (a) any event which is caused by the negligence or intentional action of the affected party or its agents or employees; (b) any event which a diligent person could reasonably have been expected to take into account at the time of entering into this arrangement, and avoid or overcome in the carrying out of its obligations hereunder; or (c) insufficiency of funds or inability to make any payment required hereunder.

#### 19.4.2 Measures to be taken:

- (i) Any person affected by an event of Force Majeure shall continue to perform its obligations under the Service Agreements far as reasonably practicable, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (ii) If a party is affected by an event of Force Majeure, it shall notify the other party of such event as soon as possible, and in any case, not later than 3 (three) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (iii) period within which a party is required to, pursuant to the Service Agreement, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of an event of Force Majeure.
- (iv) During the period of their inability to perform the obligations as a result of an event of Force Majeure, the affected party shall either demobilize or continue with the services to the extent possible, in which case the affected party shall continue to be paid proportionately and on a *pro rata* basis, under the terms of the Service Agreement.
- (v) In the case of any dispute between the parties as to the existence or extent of a Force Majeure event, the matter shall be settled in accordance with the provisions of Clause 19.2.

#### 19.5 Suspensions:

Each party may, by written notice of suspension to the other party, suspend all performance of its obligations under the Service Agreement, if such other party fails to perform any of its obligations under the Service Agreement, provided that such notice of suspension: (a) shall specify the nature of the failure; and (b) shall allow the other party to remedy such

failure, if capable of being remedied, within a period not exceeding 30 (thirty) days after receipt of such notice of suspension.

19.6 Termination:

19.6.1 SAI may terminate the Service Agreement by serving written notice:

- (i) If the Service Provider fails to remedy a material breach in the performance of its obligations hereunder within 30(Thirty) days of receipt of such notice or within such further period as the SAI may have subsequently approved in writing;
- (ii) If the 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;
- (iii) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 19.1.3;
- (iv) If the Service Provider is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement;
- (v) If the Service Provider submits to SAI a false statement which has a material effect on the rights, obligations or interests of SAI;

19.7 Cessation of Rights and Obligations:

Upon the termination of the Service Agreement or upon expiration of the Service Agreement, all rights and obligations of the parties hereunder shall cease, except: (i) such rights and obligations as may have accrued on the date of termination or expiration; (ii) the obligation of confidentiality set forth in relation to the parties; (iii) any right which a party may have under Applicable Law. Further, (i) any advance paid by the Service Provider prior to termination by the Service Provider above will be immediately refunded to the Service Provider.

19.8 Cessation of Services:

Upon termination of the Service Agreement by either party, the Service Providers shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner. With respect to documents prepared by the Service Provider and equipment and materials furnished by, the Service Providers shall proceed as instructed by SAI.

19.9 Payment upon Termination:

Upon termination of the Service Agreement for any reason whatsoever, each

party shall pay to the other any unpaid or accrued dues (including any advances received by it). However, SAI shall be entitled to forfeit the Performance Security/ Earnest money if termination occurs due to default of the service provider.

**19.10 Obligations of the Service Provider:**

**19.10.1 Standard of Performance:**

The Service Provider shall perform the services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with the best accepted professional standards and practices, and shall observe sound management practices.

**19.10.2 Reporting Obligations:**

The Service Provider shall submit to SAI the reports and documents specified in the Service Agreement, in the form, in the numbers and within the time periods set forth therein. Final reports shall be delivered in hard copies specified thereof or any other mode as may be specified by SAI.

**19.10.3 Insurance taken out by the Bidder:**

The Service Provider shall take out and maintain adequate insurance, at its own cost, covering its risk under the Service Agreement.

**19.11 Assistance by SAI:**

SAI shall use its best efforts to:

**19.11.1** Issue to its officials, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective delivery of the services; and

Provide to the Bidder any other assistance required for the provision of the services.

**19.12 Fairness and Good Faith:**

Good Faith:

The parties undertake to act in good faith with respect to each other's rights under the arrangement and to adopt all reasonable measures to ensure the realization of the objectives of the arrangement.

**19.12.1 Operation of the Service Agreement:**

The parties recognize that it is impractical for the RFP or the Service Agreement to provide for every contingency which may arise during the Term, and the parties hereby agree that it is their intention that the RFP and the Service Agreement shall operate fairly as between them, and without detriment to the interest of either party.

**19.13 Settlement of Disputes:**

19.13.1 Amicable Settlement:

In the event a dispute arises between the parties in relation to any matter under the RFP or the Service Agreement, either party may send a written notice to the other party. The party receiving the notice shall be required to respond to such notice in writing within 72 (seventy two) hours of receipt, failing which and if the dispute cannot be amicably settled within the aforementioned time period, the parties shall proceed to arbitration under Clause 19.13.2 below.

19.13.2 Arbitration:

In the case of a dispute arising in connection with the Service Agreement or the RFP, which has not been settled amicably within the stipulated time period set out in Clause 19.13.1, either party may refer the dispute for arbitration under the (Indian) Arbitration and Conciliation Act 1996. Such dispute shall be referred to the sole arbitrator to be appointed by Director General, SAI, and Government of India in terms of prevailing policies of SAI in this regard after consultation with service provider.

Arbitration proceedings shall be held in India at Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

The decision of the sole arbitrator shall be final and binding upon both parties. The expenses of the arbitration, as determined by the arbitrator, shall be borne equally by SAI and the Bidder. However, the expenses incurred by each party in connection with the preparation for such arbitration proceedings shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

**19.14 Non-collusive Binding Certification:**

19.14.1 By submission of this Bid, the Bidder and each person signing on behalf of the Bidder certifies, that to the best of his/her knowledge and belief:

19.14.2 The amounts of this Bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such amounts with any other Bidder or with any competitor;

19.14.3 unless otherwise required by Applicable Law, the amounts which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening of the Bid, directly or indirectly, to any other Bidder or to any competitor; and

19.14.4 No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

19.15 A Bid shall not be considered for award nor shall any award be made where Clauses 19.14 (i), (ii) and (iii) have not been complied with;

provided however, that if in any case, the Bidder(s) cannot comply with the foregoing certification, the Bidder shall so state and furnish a signed statement which sets forth in detail the reasons therefore.

**19.16 Sub licensing**

The Service Provider will not be entitled to sub-licence all or any part of its obligations under the Service Agreement without approval of SAI; if sub-licensing is approved by SAI the Service Provider shall continue to be responsible and accountable to SAI for its obligations despite any such sub-licence.

**19.17 Conflict of interests**

The bidder should hold SAI's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reason the bidder shall promptly disclose the same to SAI and seek its instructions.

**19.18 Miscellaneous:**

19.18.1 Any failure or delay on the part of any party to exercise any right or power under the Service Agreement or the RFP shall not operate as a waiver thereof.

19.18.2 The Bidder shall notify SAI of any material change in its corporate status, especially where such change would impact the performance of the obligations undertaken under the Service Agreement or the RFP.

19.18.3 Each party shall, at all times, indemnify and keep indemnified the other party, against all claims / damages for any infringement of any intellectual property rights by it of the other party.

19.18.4 Each party ("Indemnifying Party") shall, at all times, indemnify and keep indemnified the other party ("Indemnified Party"), against any claims against the Indemnified Party in respect of any damages or compensation as a consequence of any accident or injury sustained or suffered by the Indemnifying Party's employees or agents or by any other third party resulting from or by any action, omission or operation by or on behalf of the Indemnifying Party.

19.18.5 The Indemnifying Party shall, at all times, indemnify and keep indemnified the Indemnified Party against any and all claims against the Indemnified Party made by employees, workmen, contractors, sub-contractors, suppliers, agents, employed, engaged or otherwise working for the Indemnifying Party, in respect of wages, salaries, remuneration, compensation and the like.

All indemnity claims shall survive the termination or expiry of the Term.

**19.19 Intellectual Property Rights**

19.19.1 **Definition:**

The term "Subject Ideas or Inventions" includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable work products, marketing and business ideas, and all improvements, know-how, data, rights and claims related to the foregoing that, whether or not patentable, which are conceived, developed or created and which:

- (i) relate to SAI current or contemplated business or activities;
  - (ii) relate to SAI actual or demonstrably anticipated research or development;
  - (iii) result from any concept or idea suggested to SAI by bidder;
  - (iv) involve the use of SAI equipment, supplies, facilities or trade secrets;
  - (v) result from or are suggested by any work done by SAI or at SAI request, or any projects specifically assigned to bidder; or
  - (vi) results from SAI, access to any of SAI memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, "SAI Materials").
- (a) **SAI Ownership**- All rights, titles and interest in and to all Subject Ideas and Inventions, whether or not registered or registerable, patented or patentable shall be held and owned solely by SAI. Bidder shall mark all Subject Ideas and Inventions with SAI copyright or other proprietary notice as directed by SAI and shall take all actions deemed necessary by SAI to protect SAI rights therein. In the event that bidder should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, bidder hereby assigns and otherwise transfers and agrees to assign and otherwise transfer to SAI, without further consideration, SAI entire right, title and interest in and to each and every such Subject Idea and Invention. SAI hereby waives any so -called "droid moral" rights, "moral rights of authors" and all other similar rights bidder may have in any Subject Ideas and Inventions, however denominated, throughout the world.
- (b) **No Use of Name** - Bidder shall not at any time use SAI's name or any SAI trademark(s) or trade name(s) in any advertising or publicity without the prior written consent of SAI.

**ANNEXURE A | UNDERTAKING**

**[ON LETTER HEAD]**

**To,**  
**CEO,**  
**Khelo India,**  
SAI  
Sir,

I refer to the RFP for KHELO INDIA FITNESS APP Service Provider for SAI published on e-procurement portal of Govt. of India and submit my rates for the equipment/system as referred below. I undertake to supply KHELO INDIA FITNESS APP& provide all services for SAI.

I abide by all the terms and conditions of the RFP.

Enclosed herewith following documents:

- 1) Company Registration Certificate
- 2) GST Registration Certificate
- 3) I.T. Registration Certificate

Thanking you,

Yours faithfully,

**Name and Signature of the bidder**

**Seal of company**

**Note** - In case of Authorized Representative, valid Power of Attorney must be enclosed.

**ANNEXURE B | COMPANY PROFILE**

Name of the Company

Registered office address

Name of Owner

Name of designated Officer

Designation

Office Phone

Fax no.

Email ID

Website

Contact no. of owner

Contact no. of officer

Sale Tax or Service Tax Reg.

valid

Income Tax PAN no.

Returns filed up to

Office Registration no.

jurisdiction

**(Signature of Bidder/Authorised Representative)**

**(Seal)**

**Note** - In case of Authorized Representative, valid Power of Attorney must be enclosed.

Document shall be attached with the Tender Enclose all relevant documents

**ANNEXURE C | COMMERCIAL BID FORM**

[ON LETTER HEAD]

To,

The CEO

Khelo India

Sir,

I refer to the RFP for development of KHELO INDIA FITNESS APP published on e-procurement portal of Govt. of India and submit my rates for my services of development, supply, upgrade, update of KHELO INDIA FITNESS APP as referred below. I undertake to develop, supply, update, upgrade, maintain KHELO INDIA FITNESS APP in 3 phases and update post three phases.

**Commercial bid should be submitted in below mentioned format**

S.NO	Particular	Development of application (Amount in Rs)	Support services for 28 Months (two years support plus four month during development of phase II & Phase III)	Total Amount
		X	Y	Z=X+Y

**Commercial Bid Terms and Conditions: -**

- The above Rates mentioned should be inclusive of all taxes, 3 phase development of app, updating or upgradation, service, insurance, management, security, remote operation, maintenance etc.
- Rates quoted should include phase wise development of app.
- Rates quoted should include development of mobile & Web based application.
- The bidders must use only the format provided in the e-tender website Commercial Bid format (which will be in conformity with the venue-wise Format mentioned above) for submitting the financials. Any other formats/ forms will not be accepted and such tenders will be rejected.
- The bidder must provide the Commercial Proposal in e-tender mode only. Hardcopies of the Commercial proposals will not be entertained.
- The rates should be quoted in figures as well as in words, on the form attached at Financial Bid format and duly signed and stamped by the authorized person.
- The tender should be valid for a minimum period of six months.
- All rates/amounts to be strictly mentioned in INR only.
- Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever.

I abide by all the terms and conditions of the tender form.

Thanking you,

Yours faithfully,

**Name and Signature of the bidder**  
**Seal of company**

**Annexure D**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To

**Khelo India  
Gate No. 10, Lodhi Road,  
New Delhi-110003.**

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Notification of Award]

and Contract No. \_\_\_\_\_

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: "KHELO INDIA" Sports Authority of India (HQ), Jawaharlal Nehru Stadium Complex, Gate No. 10, Lodhi Road, NEW DELHI-110003

**PERFORMANCE GUARANTEE No.:** [insert Performance Guarantee number]

We have been informed that [insert complete name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [Insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month][insert year], and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Supplier]

**Annexure E**

**BID SECURITY FORM**

Whereas ..... (here in after called “the Bidder”)has submitted its bid dated ..... (date of submission of bid) for the supply of.....(name and/or description of the goods)(here in after called “ the Bid”).

KNOW ALL PEOPLE by these presents that We ..... (Name of bank) of..... (name of country), having our registered office at .....(address of bank) (here in after called “the Bank”),are bound to.....(name of Purchaser) (here in after called “the Purchaser”) in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this dayof\_2018

THE CONDITIONS of this obligation are:

1. If the Bidder
  - a. Withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;or
  - b. Does not accept the correction of errors in accordance with the ITB; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - a) Fails or refuses to execute the Contract Form if required; or
  - b) Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders; we undertake to pay the Purchaser up to the above amount upon receipt to fits 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 of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

----- Name of Bidder