





"REQUEST FOR PROPOSAL"

(RFP)

For

Service Provider for Development, Operations , Augmentation and Management of Fit India app & Maintenance and Augmentation of Fit India website portal

Date of Publication: 17.09.2020

Last Date of Submission: 30.09.2020 at 4 P.M

Sports Authority of India (SAI)

Fit India Mission,1st Floor (North Block)-JLN Stadium, SAI H.Q, Lodhi Road, New Delhi

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DISCLAIMER

- The information contained in this Request for Proposal Document (hereinafter known as "RFP Document") or subsequently provided to Bidders in documentary form by or on behalf of Sports Authority of India (SAI) or any of their representatives, employees or advisors (collectively referred to as "Representatives"), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.
- 2. This RFP Document is not an agreement and is not an offer or invitation by the Representative(s) to any party other than the entities, who are qualified to submit their Proposal ("Bid"). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for SAI Representatives to consider the investment objectives, financial situation and needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.
- The Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.
- 4. The Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

INTRODUCTION

The Sports Authority of India (hereafter referred as "SAI" or Purchaser/ User Department) invites Online Bids from vendors having sufficient experience and credentials for Design, Development, Operations, Augmentation and Management of Fit India App & Maintenance and Augmentation Of Fit India Portal -the portal and the app need to enable citizens and other entities to access all initiatives launched under the Fit India Movement.

The mobile application is expected to have provisions for features currently available on the Fit India website as well as additional features which would be included to both mobile application and web portal (The bidders may visit FIT INDIA Website before bidding for understanding the existing features on the websites https://fitindia.gov.in/). The app must be multi-lingual (shortlisted 12 languages including English and Hindi) and support geo-tagging up to level of Local Government Directory Codes. The high-level features have been summarized further in the Scope of Work and Project Objectives. Notably, the list is not exhaustive, and the developers/bidders will be responsible for development of additional features and incorporation of leading practices adopted by fitness and wellness apps in the market and augmentation of the website accordingly please refer detailed scope of work Annexure-VI of the document.

1. INSTRUCTIONS TO BIDDERS

- 1.1. The Bidders can download this RFP from the website: http://sportsauthorityofindia.nic.in & CPP Portal website: http://eprocure.gov.in/eprocure/app. Subsequently, bid has to be prepared and submitted ONLINE ONLY as per the Bid Schedule as more particularly specified in Clause 2 of this RFP.
- 1.2. 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 as mentioned in Annexure V.
- 1.3. RFP will not be sold/issued manually from SAI
- 1.4. 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/online acceptable mode/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

2. BID SCHEDULE

Date of Publication	17.09.2020
Bid document download start date and time	17.09.2020 at 6.45 PM
Last date and time of submission of	21.09.2020 at 4 PM
queries for Pre-Bid Conference	to contact@fitindia.gov.in
Virtual Pre-Bid conference	22.09.2020 at 11 AM
	At 1 st Floor Sports Authority of India HQ,
	JLN Stadium Complex,
	Entry Gate No. 10, Lodhi Road,
	New Delhi –110003
	Video conferencing link for online pre-
	bid meeting shall be communicated
	through corrigendum.
Bid submission end date and time	30.09.2020 at 4 PM
Bid Validity Period	180 days
Mode of Submission	Online
Opening of Technical Bid date and time	01.10.2020 at 4.30 PM
Presentation of Responsive Bids (as per	Shall be notified later
pre-qualification criteria)	
Opening of Financial Bids	Shall be notified later

3. LANGUAGE OF BID

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

4. ELIGIBILITY CRITERIA

- 4.1 Bids of the Bidders, who do not meet the required Qualification/Eligibility Criteria mentioned in this RFP shall be treated as non responsive and will not be considered further.
- 4.2 Each eligible applicant should qualify against all the following pre-qualification/eligibility criteria:

S. No.	Parameter	Criteria	Documents/Evidence to be Submitted
1	Legal Entity	1. A company incorporated in India under the Companies Act, 1956 or 2013 and subsequent amendments thereto, Partnership Firms(LLP Act,2008 or Partnership Act, 1932) or Proprietary Firms 2. Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status	Certified by Authorized Signatory: 1. Copy of Certificate of Incorporation, Partnership Deed etc 2. Copy of Registration Certificates with the GST & IT(PAN) Authorities.
2	Turnover	The company/LLP/Proprietorship firm should have average annual turnover of at least INR 2.5 Crores over last three years (three out of four previous financial years ending FY 2019-20)	Certificate by their Statutory Auditor/ Chartered Accountant stating turnover in required financial years as per Annexure III.
3	Relevant Experience	The company/ LLP/Proprietorship firm should have prior experience in executing similar project with at least INR 2 Crore contract value in a single or multiple Projects (Maximum 3) in last 03 Financial years ending FY 2019-20. Similar work means "Implementing mobile application, web portal development and IT maintenance project.	Annexure II along with Work Order + Completion Certificates from client; OR/ Work Order + 50% Completion Certificate (for ongoing projects) from the client; OR Work Order + Payment Proof corresponding to the work done; Submitted Work orders and Completion certificates should include project(s) having Implementation of mobile application, web portal development and IT maintenance.

S. No.	Parameter	Criteria	Documents/Evidence to be Submitted
4	Fit and Proper Person	Bidder should be Fit and Proper person as per the criteria defined in this RFP document	Self-certificate and/or Letter of Undertaking to this effect on Bidder's letter head signed by Bidder' authorized signatory, as per conditions mentioned below.
5	Consortium/JV is allowed	The requirements as specified in this RFP regarding Consortium / JV must be satisfied	Agreement copy between members with complete details of members of consortium, lead member/partner, and mentioning their technical roles and responsibility. (Please refer conditions below) Additionally, bidder shall produce original copy of the agreement whenever demanded by the Board.

(a) Conditions for Fit and Proper Person:

For the purpose of determining whether a Bidder is a 'Fit and Proper Person', SAI may take the indicative criteria mentioned below:

- a. financial integrity of the Bidder;
- b. ability of the Bidder to undertake all obligations set out under this RFP;
- c. absence of convictions or civil liabilities against the Bidder;
- d. absence of any previous debarment of the Bidder, in accordance with the General Financial Rules, 2017, provided such debarment is still existing;
- e. absence of any disqualification as specified below:
 - 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;
 - Admission of an application for winding up or liquidation under the Insolvency and Bankruptcy Code, 2016 (IBC) or any Applicable Laws against the Bidder or any of its or their respective directors and partners;
 - 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;
 - Current or previous banning of the Bidder or its respective directors, partners, executives or key managerial personnel by the governing body of any sport from involvement in the administration of or any form of participation in such sport, for any reason;
 - Default by The Bidder or any of its or their respective directors, partners, executives or key managerial personnel of any of its obligations to a financial

- institution or has defaulted on any of its obligations to a financial institution in the last 3 (three) financial years;
- The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.
- o Any other criteria as deemed fit by SAI.

(b) Conditions for Consortium / Joint Ventures (JV) (Consortiums are more prevalent in the industry)

- i. Joint Venture/Consortium: Maximum of two companies/contractors may participate in the bidding as Joint Venture/consortium
- ii. Joint Ventures/Consortium must comply the following requirements:
 - a. The qualifying criteria parameters as set out in this RFP shall be satisfied collectively by members.
 - b. The formation of Joint Venture/Consortium or change in the Joint Venture character/partners after submission of the bid and any change in the bidding regarding Joint Venture/Consortium will not be permitted
 - c. Joint Venture/Consortium Agreement should legally bind all partners/members jointly and severally.
 - d. The pre-qualification of a joint venture/Consortium does not necessarily pre-qualify any of its partners/members individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture//Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
 - e. The JV Agreement/Consortium must include the relationship between joint venture partners/Consortium members in the form of JV Agreement/Consortium Agreement to legally bind all partners/members 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/Consortium. Such JV Agreement/Consortium 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. The Bidder must attach copy of Agreement.
 - f. One of the partners/consortium members 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/Board Resolution signed by legally authorized signatories of both the partners.
 - g. The JV/Consortium 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/members of consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.
 - h. The contract agreement should be signed jointly by each Joint Venture Partners/consortium members .

- i. An entity can be a partner/member in only one Joint Venture/Consortium. Bid submitted by Joint Ventures/Consortium including the same entity as partner/consortium will be rejected.
- j. The JV agreement/Consortium has to specify the share of each individual partner/member 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/Member for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that tender.
- k. In the case of JV/consortium Payments will be made to lead partner.

5. RFP PROCESS

- 5.1 RFP issued by the SAI constitutes a request for Bids from eligible Bidders (as determined in accordance with the eligibility criteria as Clause 4 above) to be Service Provider (after evaluation of eligible bidders), subject to the terms of this RFP and the Service Agreement.
- 5.2 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 acceptance by SAI of the Bidder's Bid and the execution of the Service Agreement by both SAI and the Bidder/Service Provider.
- 5.3 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.
- 5.4 Upon selection of a Bidder by SAI and the Service Provider shall enter into a detailed contract/agreement ("Service Agreement")incorporating the provisions of this RFP and the successful Bid
- 5.5 The term of association shall be for 2 (Two) years from the execution of contract/agreement, which may be extendable for another 1 year at same price.

6. BID VALIDITY

- 6.1 The Bid shall remain valid for acceptance for a period of 180 days (One eighty days) days after the date of Bid opening prescribed in the Bidding Document. Any Bid valid for a shorter period shall be treated as unresponsive and rejected. On completion of the validity period, 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.
- 6.2 In exceptional cases, the Bidders may be requested by SAI to extend the validity of their Bids up to a specified period. The Bidders, who agree to extend the Bid validity, are to extend the same without any change or modification of their original Bid.

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

7. BID PRICES

- 7.1 The Bidder providing services shall quote only in Indian Rupees.
- 7.2 The Bidder shall indicate in the Price Schedule provided on CPP Portal all the specified components of prices shown therein. All the columns shown in the price schedule should be filled in as required.
- 7.3 Monthly rates for each resource as mentioned in the price bid to be provided. The Financial implication to be considered for comparison of the bid will be derived as per the formula defined in Price Bid.
- 7.4 If any firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- 7.5 Firm Price: The prices quoted by the Bidder shall remain firm and fixed during the currency of the Contract and will not be not subject to variation on any account.

8. SUBMISSION OF BIDS

- 8.1 Bids to be submitted online as per instructions in Annexure V of the RFP.
- 8.2 SAI will open (online) the Bids at the specified date and time and at the specified place as indicated in the Bid Schedule.
- 8.3 In case the specified date of Bid opening falls on or is subsequently declared a holiday or closed day for SAI, the Bids will be opened at the appointed time on the next working day.
- 8.4 Authorized representatives of the Bidders, who have submitted Bids on time may attend the bid opening provided they have their Letters of Authority from the corresponding Bidders acknowledgement letter of bid submission at CPPP website: http://eprocure.gov.in/eprocure/app.
- 8.5 The Technical Bid is to be opened at the prescribed time and date as indicated in RFP Bid schedule. During the Technical Bid opening, the Bid opening official(s) will read the Salient Features of the Bids like brief description of the services offered and any other special features of the Bids, as deemed fit by the Bid opening official(s).
- 8.6 Financial bids of the technically qualified Bidders shall be opened online at the date, time and as intimated later on CPPP e-procurement website https://eprocure.gov.in/eprocure/app.

The authorized signatories/ representatives of such Bidders who wish to attend the financial bid opening may please do so by showing theirbid acknowledgement slip.

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

9. EARNESTMONEY DEPOSIT

- 9.1 The Bidder shall furnish along with its Bid, EMD for an amount of INR 7,00,000/- (Seven Lakh Only);
- 9.2 The EMD is required to protect SAI against the risk of the Bidder's unwarranted conduct. Non submission of EMD will be considered as major deviation and bid will without EMD will not be considered.
- 9.3 EMD must be submitted to SAI before bid submission end date and time as mentioned in the Bid Schedule at clause 2 above.
- 9.4 In case as per Notification of Government of India, if the Bidder falls in the category of exemption of EMD, Bidder should furnish the relevant Notification along with required documents like valid Registration Certificate along with all other relevant documents. If no such notification or Registration Certificate along with relevant documents is furnished along with the bid, bid shall be treated as un-responsive and shall be summarily ignored without any further reference.
- 9.5 The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as along with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs. The Start-ups as defined in Annexure-A of the "Action Plan for Start-ups in India" by Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry, will also be eligible for EMD Exemption on submission of valid documents.
- 9.6 The EMD shall be furnished in one of the following forms:
 - Account Payee Demand Draft
 - Banker's cheque
 - Fixed Deposit (FDR)
 - Bank Guarantee from any of the Commercial Banks
 - Any online acceptable method (NEFT/RTGS) as per the following details (the Bidder has to submit a copy of UTR No. in case the transaction is done by this method);

A/C NAME : SECRETARY SAI, KHELO INDIA

A/C NO. : 108510100037232 BANK NAME : ANDHRA BANK BANK BRANCH : JLN STADIUM, SPORTS AUTHORITY OF

INDIA BUILDINGCGO COMPLEX, NEW DELHI

BRANCH CODE : 1085

IFSC CODE : ANDB0001085

9.7 Demand Draft/Bankers Cheque/FDR/BG from scheduled commercial bank drawn in favour of "SECRETARY SAI, KHELO INDIA" payable at New Delhi are deposited in the office of FIT INDIA, Staircase No. 6, JLN Stadium Complex, Lodhi Road, New Delhi 110003 on or before scheduled date given in this RFP.

- 9.8 The EMD shall be valid for a period of 45 days (forty-five days) days beyond the validity period of the Bid. As validity period of Bid as per clause 6 of this RFP is 180 days, the EMD shall be valid for 225 days from the date of opening of Technical Bid.
- 9.9 EMD of unsuccessful Bidders will be returned to them without any interest, after expiry of the Bid validity period, but not later than 30 (thirty) days after conclusion of the resultant Contract. Successful Bidder's EMD will be returned without any interest, after receipt of Performance Bank Guarantee (PBG) from that Bidder.

9.10 The EMD shall stand forfeited if a Bidder:

- Withdraws or amends or impairs or derogates its bid during the period of bid validity.
- Fails to accept orders issued in its favour for execution, and / or violates the RFP terms and conditions of the contract after submission of the bid.
- Successfully gets selected but fails to sign the contract within the stipulated time.
- Without prejudice to other rights of SAI, if it fails to furnish the required Performance Bank Guarantee within the specified period.
- Any breach or violation of terms of RFP and/or tender documents.

10. BIDDERS QUERIES AND RESPONSES THERETO

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

To,				
Mission Director (FIT INDIA),				
Sports Authority of India,				
New Delhi.				
BIDDER'S REQUEST FOR CLA	ARIFICATION			
Name of Organization	Name & position of	Full formal address of the organization		
submitting request	person submitting	including phone, fax and email points of		
	request	contact & contact details of local office as well		
		Tel:		
		Fax:		
		Email:		
SI. Bidding Document	Content of RFP red	uiring Points of Clarification required.		
No. Reference(s)	clarification			

	(Clause number/page)	
1		
2		

- 10.3 SAI will host a Pre-Bid Conference (either virtual or physical), scheduled as per the details in the Bid Schedule. 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. SAI shall provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP during the pre-bid conference. The link shall be provided to the Bidders one hour prior to the scheduled meet.
- 10.4 Within reasonable time period from the Pre-Bid Conference, SAI will issue responses to all of the bidders' written queries, together with any other revised documents (if required).
- 10.5 Amendments to Bidding Documents:
 - i. At any point of time, prior to the deadline for submission of Bids, SAI may, for any reason deemed fit by it, modify the Bidding Documents by issuing suitable amendment(s) to it. Prospective bidders are advised to check the same before submission of bids.
 - ii. Such an amendment will be uploaded on SAI website: sportsauthorityofindia.nic.in, Khelo India website: kheloindia.gov.in and CPP portal of Government of Indiawww.eprocure.gov.in. Bidders are, therefore, advised to refer to SAI website and CPP portal before submitting bids.
- 10.6 Clarification of Bidding Documents: A Bidder requiring any clarification or elucidation on any issue of the Bidding Documents may take up the same with SAI in writing. SAI will respond in writing to such request in pre-bid conference as per the bid schedule.

11. SUBMISSION OF BID

- 11.1 All documents are to be uploaded in PDF or scanned copies online.
- 11.2 The Bidder is required to upload the documents as per Documents to be submitted in clause 12 of this RFP.
- 11.3 Bidders shall submit 'Online Bid' only in PDF/Scanned copy. Hard Copy of Bid documents will not be accepted.

- 11.4 The Bids submitted must be without any overwriting, interlineations, corrections, double typing, etc.
- 11.5 Bidder must ensure that the Technical Bid soft copies do not contain any Commercial items /prices. (Financial/Commercial Bids?)
- 11.6 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.
- 11.7 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.
- 11.8 **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
 - Incomplete bids that do not quote for the complete scope of work as indicated in the Bid-related documents, addendum (if any) and any subsequent information given to the Bidder;
 - ii. Information that is found to be incorrect/misleading at any stage during the tendering process;
 - iii. Incomplete Bids;
 - iv. Inclusion of commercial Bid details in a technical Bid, or technical Bids that reveal quotations, in any form; and
 - v. Non-fulfilment of the eligibility criteria, set out in this RFP, by the Bidder.
 - vi. Any Bid that does not comply with the conditions laid down by SAI.
 - vii. Any other reasons deemed fit by SAI

11.9 Rejection of Commercial Bids

- i. In addition to any other reasons stipulated in this RFP, commercial Bids may be rejected under any of the following circumstances:
- ii. 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.
- iii. Commercial Bids made through Tele fax/Telegraphic/Fax/E-mail/by post.
- iv. Bids which do not confirm unconditional validity of the bid for 180 days from date of opening of Bid.
- v. Bids which do not conform to SAI bid format.
- vi. Bids in respect to which the bidder does not accept SAI rectification of clerical/arithmetic discrepancies in the commercial bid, if any.
- vii. Any Commercial Bid that does not comply with the conditions laid down by SAI.
- viii. 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.
- ix. 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.

11.10 Other Reasons for Rejection of Bid

- i. In addition to any other reasons stipulated in this RFP, Bids may be rejected under any of the following circumstances:
- ii. Bids in which the Bidder seeks to influence the SAI bid evaluation, bid comparison or contract award decisions.
- iii. 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.

12. DOCUMENTS TO BE SUBMITTED

- 12.1 All the documents are to be mandatorily uploaded online as per the instruction for online bid submission detailed in this RFP document.
- 12.2 The following documents are to be submitted with the RFP. Upload online the scanned copies as per the instructions mention in Annexure V.

SI.	Criteria	Document to be submitted online	
No.			
1	EMD	Scanned copy of Proof of online payment/D.D. / Bankers Cheque/FD/Bank Guarantee drawn against the E.M.D to be paid as per this RFP followed by the originals.	
2.	Pre-Qualification Documents	As Mentioned in clause 4.	
3.	Technical Evaluation Documents	As Mentioned in clause 13.	
4.	Financial Bid	As per Required Format only in the Price Bid Section.	
5.	Bid Submission Form	Scanned copy of Signed and Stamped Bid Submission Form as per Annexure I.	
6	Authorized Signatory	Scanned copy of Power of Attorney in favour of Authorised signatory of Bidding Documents. OR Signed and scanned copy of Board's resolution(s) in favour of Authorized signatory of the bidder. (Sample Attached at Annexure I)	
7.	Declaration regarding Acceptance of all	A declaration confirming Acceptance of all	
	terms and Conditions of the RFP and its	terms and Conditions of the RFP and its	
	subsequent amendments	subsequent amendments without any deviation.	

Note:

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

13. EVALUATION CRITERIA

- 13.1 The Bids will be evaluated based on the QCBS method as mentioned in GFR 2017.
- 13.2 Overall weightage of 30% for Financial Bid and 70% weightage for Technical Bid shall be considered while calculating final score.
- 13.3 The technical Bid of each Bidder shall be evaluated in accordance with the following methodology:

	CONTROLIENT	CRITERIA	2.427	
	COMPONENT	CRITERIA	MAX.	
			MARKS	
1	IT Projects -	Design & Development of	15	Annexure II along with
	Experience in	Platform involving Web Portal		Work Order + Completion
	Design &	/ Mobile Application of a		Certificates from client;
	Development of	minimum of 1Lakh downloads		OR
	Platform	the Portal / App (application		Work Order + 50%
	involving Web	can be in any domain) during		Completion Certificate (for
	Portal/ Mobile	last 3 years ending FY 2019-20		ongoing projects) from the
	Application	• 1 Lakh upto 3Lakh		client;
	••	Downloads: 5 Marks		OR
		 More than 3 Lakh upto 		Work Order + Payment
		5Lakh Downloads: 10		Proof corresponding to the
		Marks		work done;
				and the state of t
		• More than 5 Lakhs		No of Users will be
		Downloads: 15 Marks		calculated based on mobile
				_
				app downloads/Portal
				visitors etc(Supporting
				documents /client
				certificate to be produced)
2	Prior Experience	Usage of big data in Sports /	10	Annexure II along with
	in Development,	Fitness for analytical purpose		Work Order + Completion
	Maintenance and	used for indicating any trends,		Certificates from client;
	Support of Sports	research etc		OR
	or Fitness App			Work Order + 50%
		• Data of 50,000 users and		Completion Certificate (for
		upto 2 Lakh: 5 Marks		ongoing projects) from the

	T		Г	
		 Data of more than 2 Lakh users and upto5 Lakh: 8 Marks Data of more than 5 Lakh Users: 10 Marks 		client, indicating SOW of Design and Development, Support Services; OR Work Order + Payment Proof corresponding to the work done; Proof of Fitness Data to be provided. If required, the bidder should be able to show it.
3	Quality of Technical Staff proposed for this project as per the requirements mentioned in Scope of Work	Experience of proposed Manpower If less than 50% of the proposed manpower is more qualified and experienced than proposed – 5 Marks If more than 50% of the proposed manpower is more qualified and experienced than proposed – 10 Marks	10	Annexure IV Relevant CVs to be certified by the authorized representative of the bidder
4	Certification	ISO Certification: 2.5 marks	2.5	Relevant certificates to be
		CMMI certification: 2.5 marks	2.5	submitted
5	Solution development Methodology proposed / Understanding of Software development and implementation	Demo / Prototype of proposed Fit India App with recommendation of usage of technology and innovation for being future ready. The app will be evaluated in terms of its readiness to be used in current project.	10	Detailed Presentation
		 Detailed Compliance to SOW of RFP Proposed Functionalities and Process Flow (Phase wise) and Scalability of proposed solution Application Go live Plan Detailed Workplan including usage of preexisting software/ modules/ database required for development and their license requirement along with approximate costing. Maintenance Plan 	20	

	6. Exit Plan and Transition handholding		
	Total	70	

- 13.4 A Bidder must get a minimum of 50marks (out of 70 marks) in the Technical Evaluation to proceed to opening of commercial bid.
- 13.5 The Bid of the Bidder who submits the lowest commercial bid shall get the maximum weightage (30 marks) and the bids of the other Bidders shall be granted weights in proportion to the Bid of the highest Bidder. 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'.
- 13.6 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.
- 13.7 SAI reserves its right to reject any bid for any reason whatsoever.
- 13.8 Supporting documents for bid evaluation shall also be verified during presentation. The bidders are advised to make their presentation strictly according to the evaluation criteria based on the credentials submitted above.
- 13.9 However in case of minor deviation and/or minor irregularity and/or minor non-conformity in the Bid (as defined in 7.3.4 of Manual for Procurement of Goods Services 2017 issued by Department of Expenditure), SAI may waive the same. If a Bid is not Substantially Responsive, it will be rejected by SAI.

14. DECLARATION OF SUCCESSFUL BIDDER

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, 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 all contractual obligations. The Performance Guarantee shall be revalidated and replenished immediately upon invocation by SAI. 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/any breach or violation on the part of the Service Provider, which is not cured within reasonable time from receiving a written notice of such failure from SAI, to comply with the requirements of the scope of work specified in this RFP, shall constitute sufficient grounds and entitlement for the enforcement of the Performance Security by SAI to the extent of its loss.

16. TERMS OF PAYMENT

- 16.1 The payment for development of Mobile App and maintenance and augmentation of website (Amount X) will be released as per below schedule subject to successful completion of work as per phases defined in Scope of Work (Annexure VI) to the satisfaction of Fit India/SAI;
 - 30% on satisfactory delivery of 1st phase.
 - 40 % on satisfactory delivery of 2nd phase.
 - 20% on satisfactory delivery of 3rd phase.
 - 10% on submission of final service / delivery report, subject to the satisfaction of SAI.
- 16.2 The payment of services in the form of augmentation and maintenance services quoted for 18 months will be quarterly and shall be made at the end of each quarter from the month services are established subject to the verification and satisfaction of competent authority. 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 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.
- 16.6 SAI shall pay the amount as per the invoice by way of e-transfer/RTGS/NEFT through public financial management system.

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 .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.
- 17.5 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.
- 17.6 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.
- 17.7 Privileges: The following privileges shall be extended to the Service Provider:
 - a. 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 'FIT INDIA APP'.
 - b. Successful completion certificate to be issued by SAI after completion of contract to the satisfaction of Fit India/ SAI.
- 17.8 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.
- 17.9 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 any account whatsoever, including on account of the failure of the Bidder to apprise itself of any legal or local operational conditions / factors. The Bidder cannot be taken over/bought over by another company, except with the prior written approval and terms and conditions of SAI and subject to the condition that all the obligations and execution responsibilities under the agreement with SAI, should be passed on for compliance by the new company in the negotiation for their transfer.

 Further, the Lead member cannot be changed except with prior written approval of SAI. Any such change should be brought to the notice of SAI within 30 days of such change. In case of

non-compliance, the award/ bid process shall be terminated with immediate effect. SAI may, at any time, immediately terminate the contract by giving written notice to the successful Bidder without any compensation or liability, if the Bidder commits any breach of contract, has misrepresented or becomes bankrupt or otherwise insolvent, and/or SAI is not satisfied with the work of the Bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SAI. However, in the event SAI, wishes to terminate for convenience, it shall serve a notice period of 60 days to the Bidder. .

- 17.10 Service level agreement shall be signed upon between selected bidder and SAI during sign- off Master Service Agreement (MSA) taking into consideration key factors affecting the timelines and delivery parameters desired by the Purchaser/SAI.
- 17.11 The service level agreement (SLA) document shall be accompanied by the Penalty Clause which shall be attracted in case of non-delivery/ meeting of SLA clause on case to case basis.
- 17.12 Continuous improvement on SLA is required as the project may face various hindrances during its implementation phase and post implementations.
- 17.13 Service Level dependency clause shall be clearly mentioned stating the changes in the business environment internal or external which can adversely affect the achievement of SLA.
- 17.14 The selected bidder will prepare and distribute SLA performance reports in an agreed upon format by 5th working day of beginning of every quarter. Selected bidder will prepare MIS reports as directed by the Purchaser.
- 17.15 The bidder must monitor and deploy sufficient manpower to complete the launching of the app [Phase I, II, III] as per timelines mentioned in Scope of Work. However, the manpower as deployed by the Bidder, shall remain in the employment of the Bidder for all purposes and there shall be no employer-employee relationship between SAI and personal employed by the Bidder. The relationship between SAI and the Bidder shall be on principal basis only.
- 17.16 The bidder shall ensure an uptime of 96% during the contractual period for the developed app and website.
- 17.17 The bidder has to ensure proper deployment of resources at site during implementation phase and the deployment plan should be approved by the purchaser in advance.
- 17.18 It will be responsibility of the bidder to ensure and verify the educational qualifications and experience of the resources deployed in SAI.
- 17.19 The bidder shall be responsible for ensuring timely payment to the resources deployed in the project and complying to all laws of the land including statutory liabilities while doing the same.

17.20 The bidder is required ensure the availability of Manpower as mentioned in Scope of Work of this RFP and any unauthorised absence of resources for a period of more than 1 week after requirement will attract penalties. Leave of Absence approved by the Purchaser will be not considered in these calculations. It is the responsibility of the selected bidder to get the approval of the Purchaser regarding of the general leave policy applicable to the resources, subject to availability of immediate alternate and competent resource.

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:-

18.1 During first 6 months (any or all of below referred action by SAI)

- i. 0.5% of payment for work order/agreement (for each of the phase) per day subject to maximum 20% for 40days delays;
- ii. Immediate right to cancel/terminate the contract forfeiting the Performance Security besides other rights and remedies as may be available to the SAI.
- iii. The Service Provider shall be debarred from participating in such type of tender and his Performance Security may also be forfeited / invoked, if so warranted.
- iv. No Penalty will be imposed for delay attributable to SAI or reasons beyond control of the vendor.

18.2 For remaining period of contract

- i. The bidder will be a liable for a deduction of 1% per resource per week, to a maximum of 10% of payment from the submitted invoice if a resource/ resources deployed is unavailable or in case of non-deployment of resources as per terms of the tender defined in Scope of Work.
- ii. The Purchaser will make payment after necessary deductions of penalty. Bidder shall follow the holiday calendar of SAI and leaves will be deducted on pro-rata basis.
- iii. For delay in service deliverables reasons not pertaining to selected bidder, the Purchaser shall take decision on extension of such timelines and levy of penalty.
- iv. For service delays, reasons not pertaining to the selected bidder, the Purchaser may consider extension of the service delivery timelines. The selected bidder shall highlight the delays in writing to the Purchaser.
- v. The bidder will be responsible to provide resources with laptops enabled with required tools related to work and development environment for completing this engagement.
- vi. There will be a quarterly review regarding the number of resources to be deployed for the next quarter. It will be responsibility of the bidder to coordinate with SAI for the quarterly review and suggest SAI with no. of resources required for tasks to be completed in next quarter.
- vii. The Bidder will immediately provide for replacement of resources in the event if SAI is not satisfied with the resource.

19. GENERAL TERMS AND CONDITIONS OF CONTRACT

19.1 Any default or breach in discharging obligations under this RFP by the selected Bidder while rendering services / supplies to SAI, shall invite all or any actions / sanctions, as the case maybe. The decision of SAI arrived at as above will be final and no representation of any kind will be entertained on the above. Any attempt by any bidder to put pressure of any kind, may

- disqualify the bidder for the present RFP and the bidder may also be liable to be debarred from bidding for SAI/SAI RFPs in future for a period of at least three years.
- 19.2 SAI reserves the right to modify and amend any of the stipulated condition/criterion given in this RFP, depending upon project priorities vis-à-vis urgent commitments.
- 19.3 SAI also reserves the right to accept/reject a bid, to cancel/abort RFP process and/or reject all bids at any time prior to award of work without thereby incurring any liability to the affected agencies on the grounds of such action taken by SAI.
- 19.4 SAI may not award any work to the any bidder at its own discretion without assigning any reason thereof.
- 19.5 Any default by the bidders in respect of RFP terms & conditions will lead to rejection of the bid.
- 19.6 The decision of SAI arrived during the various stages of the evaluation of the bids is final & binding on all bidders. Any representation towards these shall not be entertained by SAI. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned bidder.
- 19.7 In case the bidder is found in-breach of any condition(s) of RFP at any stage during the course of project deployment period, the legal action as per rules/laws will be taken.
- 19.8 Any attempt by bidder to bring pressure towards SAI's decision making process, such Bidder shall be disqualified for participation in the present RFP and those Bidders may be liable to be debarred from bidding for SAI tenders in future for a period of three years.
- 19.9 Printed/written conditions mentioned in the RFP bids submitted by Bidder will disqualify them and will not be binding on SAI.
- 20.10Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained. SAI will not be responsible for any misinterpretation or wrong assumption by the Agency, while responding to this RFP. Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFP document, shall be short-listed for further evaluation. It is urged through this RFP that misrepresentation of facts shall be dealt with seriously and may lead to barring of the bidder from all Sports Authority of India tenders/RFPs for a period of 10 (ten) years.
- 20.11Bidders are requested to share information which is true and based some tangible proofs.

 After the work order is issued through an RFP process, successful bidder needs to do the hardware sizing for storing the data and hosting the application (if required) during the planning stage, on the basis of that SAI will procure & provide the required infrastructure over

cloud at NIC along with the connectivity. It will be the responsibility of the bidder to host the application (if required) over the cloud to be provided by SAI. All the responsibility lies with the bidder with respect to architecture designing & hosting the applications (if required). The bidder should provide two distinct environments for storing the data and hosting the application (if required). These environments would be known as PRODUCTION and UAT environment. Access to both these environments would be controlled and would be separate from the development environment.

20.12The UAT environment would be mirror of the Production environment and shall be used for staging. Apart from these there should be distinct environments for development and testing. The development environment should also be cloud based and like Prod and UAT environment and should be a separate area where the development and testing related activities are carried out.

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

- 20.1 Intellectual Property Rights for any software property and documents (including source codes, databases, documents, training manuals, course content etc.) Developed for this project shall lie with the Purchaser in perpetuity for all purposes. The Intellectual Property Rights of all the software code, data, algorithms, documentation, manuals, etc. Generated as a part of implementation of this project shall solely vest with the SAI/Purchaser.
- 20.2 Subsequently, Purchaser has all the rights to modify, reproduce, rewrite, redeploy and redistribute this IP as Owner and the Vendor will not have any claim, whatsoever to this software property and documents.
- 20.3 The Bidder shall ensure that there is no infringement of any Intellectual Property Rights (IPR) of third parties. However, if a third party claims that a product delivered by the Bidder/ to Purchaser infringes that party's patent or copyright/IPR's in any form, the Bidder shall keep SAI/Purchaser fully indemnified in this regard and r shall defend Purchaser against that claim at the Bidder's/ expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Bidder.
- 20.4 The Bidder will have to provide source code for all tested modules as well as the final approved application along with all documents required to maintain or handle the source code as per Software Engineering Management Practices. Handing over of the source code is essential at every stage tagged with Payment Terms.
- 20.5 The Bidder shall provide the source codes on Go-Live of the project. Any changes/ updates in the source codes done by the Bidder as part of the deliverables of the project during the contract period shall be provided to Purchaser as and when done. At the end of the contract period, final documentation shall be provided by the selected bidder to Purchaser with all updates and modifications failing which may lead to revoking the performance security by Purchaser.

21. HANDOVER

- 21.1 The selected bidder shall prepare a handover policy along with the MSA which shall be approved by Purchaser.
- 21.2 The handover shall be done by Purchaser at the end of the contract as per the policy document and other remedial changes required if any at the end of the contract period with the approval of Purchaser.
- 21.3 Handover shall include all single mobile platform, source codes, IP Rights, project documentation, Reports, data backups, records, toll free number documents(if any) and others.
- 21.4 The selected bidder is required to integrate with the hosting environment provided by Purchaser at the end of the tenure of the contract. Handover shall not be considered complete without successful integration of the mobile platform with the hosting environment provided by Purchaser.
- 21.5 Non-compliance may lead to forfeit of due payments and performance security/bank guarantee, and other necessary action as may deem fit to Purchaser

22. REPRESENTATIONS AND WARRANTIES

- 22.1 SAI, along with its employees, representatives, advisers, make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
- 22.2 SAI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- 22.3 The Bidder represents that all the information provided are truthful information without concealment of any facts. In case, at any stage, it is found that any information given by the Bidder is false / incorrect / concealed, then SAI shall have the absolute right to take any action as deemed fit including but not limited to dropping the Bidder from consideration for award of work / blacklisting etc. without incurring any liability to the affected bidder(s) on the ground of SAI/SAI/MYAS's action.
- 22.4 The Bidder represents that no effort has been used by the Bidder to influence the Bid comparison / evaluation / work award decision by way of overt / covert canvassing. Such an effort shall result in non-consideration / rejection of its Bid.

23. INDEMNIFICATIONSAND LIABILITIES

- 23.1 The bidder shall fully indemnify, hold harmless and defend MYAS/ SAI and its Officers/Employees/Agents/Stockholders/Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim including claims for infringement, which arise out of or relate to:
 - i. any breach of any representation or warranty of the bidder contained in the RFP,
 - ii. any breach or violation of any covenant or other obligation or duty of the bidder under this RFP.SAI accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 23.2 SAI reserves the right to accept or reject any or all proposal (s) or to annul the RFP process in to and reject all proposals at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder (s) on the ground of SAI action.
- 23.3 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SAI or any other costs incurred in connection with or relating to its Bids. All such costs and expenses will remain with the Bidder and SAI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the Bidder in preparation or submission of the Bids, regardless of the conduct or outcome of the Selection Process.
- 23.4 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.
- 23.5 The Successful Bidder shall at all times indemnify and keep indemnified SAI against all claims/third party claims/damages etc. for any infringement of Intellectual Property Rights (IPR) while providing its services under the Project.
- 23.6 The Successful Bidder shall at all times indemnify and keep indemnified SAI against any claims in respect of any damages or compensation payable in consequences of any accident, demise, or injury sustained or suffered by its (the Successful Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Successful Bidder.
- 23.7 The Successful Bidder shall at all times indemnify and keep indemnified SAI against and any claims by Employees in respect of wages, salaries, remuneration, compensation or the like.
- 23.8 All claims regarding indemnity shall survive the termination or expiry of the Contract.

24. TERMINATION

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

- a. Immediately in case the Bidder/Service Provider is in breach or fails to remedy breach in the performance of its obligations hereunder. SAI may provide a within 30(Thirty) day notice to cure the defect, however failure to cure the defect within 30 days or any h further period as the SAI may have subsequently approved in writing, shall render the termination of the contract;
- b. In the event services of the Bidder are not satisfactory or upto the mark;
- c. If the Bidder/Service Provider becomes insolvent or goes into liquidation or receivership, whether compulsory or voluntary, and which has substantial bearing on providing services under the Service Agreement;
- d. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings
- e. If the Service Provider is determined to have engaged in corrupt or fraudulent practices in competing for or in executing the Service Agreement;
- f. If the Service Provider submits to SAI a false statement which has a material effect on the rights, obligations or interests of SAI;
- g. Any other reason as deemed fit by SAI

25. FORCE MAJEURE

- 25.1 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts done in sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, pandemics quarantine restrictions lockdowns and freight embargoes. The Successful Bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the Successful Bidder in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 25.2 If a Force Majeure situation arises, the Successful Bidder shall promptly notify SAI, New Delhi in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by SAI, New Delhi in writing, the Successful Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 25.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, SAI may at its option terminate the contract without any financial repercussion on either side.
- 25.4 In case due to a Force Majeure event SAI, New Delhi is unable to fulfil its contractual commitment and responsibility, SAI, New Delhi will notify the Successful Bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

26. DISPUTE SETTLEMENT MECHANISM

- 26.1 All disputes or differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions. SAI and the Successful bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 26.2 If the parties fail to resolve their dispute or difference by such mutual consultation within 30 (thirty) days of its occurrence, then, either SAI, New Delhi or the Successful Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996, as amended ,the rules there under and any statutory modifications or re-enactments thereof and the award of such Arbitration Tribunal shall be enforceable in Indian courts only. In the case of a dispute or difference arising between SAI, New Delhi/ SAI and a Successful Bidder relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator, appointed to be the arbitrator by the Director General (Sports Authority of India). The award of the arbitrator will be final and binding on the parties to the Contract. The fees and the procedure of the Arbitration proceeding shall be in accordance with the prevailing policies of SAI.
- 26.3 Venue of Arbitration: The Sole Arbitrator shall have its seat in Delhi.
- 26.4 The Arbitration proceedings will be in English Language.
- 26.5 Each party shall bear its own cost of preparing and presenting its case. The cost of Arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- 26.6 The parties shall continue to perform their respective obligations under this contract during the pendency of the Arbitration proceedings except in so far as such obligations are the subject matter of SAI's Arbitration proceedings.
- 26.7 All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the High Court at Delhi/ New Delhi.

27. APPLICABLE LAW

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

28. RESERVED RIGHTS

28.1 SAI reserves the right to;

- Accept/reject any of the RFP clause in full or part without assigning any reason thereof.
- ii. Revise the requirement at a later stage as and when required.

iii. Amend, modify, relax or waive any of the conditions stipulated in the RFP wherever deemed necessary.

28.2 SAI reserves the right to;

- i. In the event of any misstatement or misrepresentation being discovered or detected in the information furnished from the documents submitted by the Bidder in response to this RFP or at any later stage, or in the event of any contravention by the Bidder of any condition or criterion stipulated, SAI shall terminate or cancel the appointment / engagement of the Bidder, and nothing shall be payable or be paid by SAI to the Bidder as compensation/damages or penalty;
- ii. SAI will not be liable for any costs, damages or losses incurred by any Bidder participating in this RFP, if SAI decides to cancel the RFP process or for any reason whatsoever.
- iii. 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.
- iv. The submission of a response to this RFP by any Bidder confirms the Bidder's acceptance of all terms and conditions of this RFP including the amended terms and conditions (if any). Further, by doing so, the Bidder acknowledges that it has:
 - understood and examined the extent of the Rights, scope of Work and other information made available in writing by SAI, for the purpose of this RFP;
 - examined all information relevant to the risks, contingencies and other circumstances that could affect the RFP; and
 - satisfy itself as to the correctness and sufficiency of the RFP.
 - Bidders to this RFP or their agents may not make any contact with any party employed by or directly associated with SAI or any of its government partners in relation to this RFP. Any clarifications and all information will be via e-mail only to contact@fitindia.gov.in. No queries shall be entertained by SAI after scheduled date and time mentioned in Bid schedule of the RFP.

29. CORRUPT OR FRAUDULENT PRACTICES

- 29.1 It is required by all concerned namely the Bidders/Successful Bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, SAI: -
 - will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusion or coercive practices in competing for the contract in question;
 - ii. will declare a firm ineligible or blacklist, either indefinitely or for a stated period of time, to be awarded a contract by SAI if it at any time determines that the firm has engaged in corrupt or fraudulent or collusion or coercive practices or gross/deliberate negligence in competing for, or in executing the contract.
- 29.2 SAI reserves the right not to conclude the Contract and in case contract has been issued, terminate the same, if, found to be obtained by any misrepresentation, concealment and

suppression of material facts by the Bidder. In addition, Bid Security/Performance Security (as the case may be) deposited by the Bidder shall be forfeited and legal as well as administrative action for such misrepresentation, concealment & suppression of material facts shall be initiated."

30. CONFIDENTIALITY

- 30.1 The Bidder agrees and acknowledges that this RFP is confidential and the Bidder, by downloading the RFP document, agrees and undertakes that nothing contained in this RFP shall be disclosed in any manner whatsoever, except to the financial and legal advisors of such Bidder. The undue use by any Bidder of confidential information related to the Bid process may, at the sole discretion of SAI, result in the rejection of its Bid. The Bidder shall further ensure that such financial and legal advisors or any other employees, representatives of the Bidder maintain confidentiality of the RFP, and any information disclosed to them in relation thereto.
- 30.2 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.
- 30.3 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.

ANNEXURE 'I' | BID SUBMISSION FORM

To,

Mission Director (FIT INDIA)
Sports Authority of India HQ,
JLN Stadium Complex, Entry Gate No 10,
Lodhi Road, New Delhi - 110003

Sub: "Engagement with SAI(Sports Authority of India) to hire agency for Design, Development, Operations and Management ofFit India App &Fit India Portal.

Dear Sir,

- With reference to the RFP dated _______ for the above captioned project, and clarification issued by SAI, New Delhi thereof, I/We _______, having examined all relevant documents and understood their contents, hereby submit our Proposal for Engagement with SAI(Sports Authority of India) to hire an agency for Design, Development, Operations and Management ofFit India App ,Fit India Portal & other IT related Projects in SAI as per terms mentioned in this RFP.
- 2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- 3. This statement is made for the express purpose of this RFP and for associating with SAI for the aforesaid Project.
- 4. I/We shall make available to SAI, New Delhi any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 5. I/We acknowledge the right of the SAI, New Delhi to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6. I/We agree to keep our Bid valid for acceptance for 180 (One Hundred and Eighty) days or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. I/ We, acknowledge and agree that SAI shall be entitled to forfeit the EMD or performance security without out protest and demur in case of any breach of terms and conditions of RPF/Agreement by us.
- 7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 8. I/we certify that we fulfil the "Fit and Proper Person" criteria as mentioned in this RFP document.
- 9. I/we understand that SAI may cancel the Selection Process at any time and that SAI neither bound to accept any Proposal that SAI may receive nor to select the Bidder without incurring any liability to the Bidders.
- 10. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy

- of Power of Attorney/Board Resolution is enclosed)
- 11. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

I declare that:

- a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by SAI, New Delhi;
- b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with SAI or any other public sector enterprise or any government, Central or State; and
- c. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d. None of our full-time Directors is engaged in providing services or is directly related to any employee of Sports Authority of India/ Ministry of Youth Affairs and Sports. A person is deemed to be a relative of another if, and only, if
 - a. They are members of a Hindu undivided family; or
 - b. They are husband and wife; or
 - c. The one is not legally related to the other Sister (including stepsister)

Yours faithfully,

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

POWER OF ATTORNEY (SAMPLE) (Note-Board resolution in case of company)

Know all men by these presents, we, (name of Firm and address of
the registered office) do hereby constitute, nominate, appoint and authorize Mr.
/Msson/daughter/wife and presently residing at, who is
presently employed with us and holding the position ofas our true and lawful attorney
(hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all
such acts, deeds and things as are necessary or required in connection with or incidental to submission
of our proposal for Engagement with SAI including but not limited to signing and submission of all
applications, proposals and other documents and writings, participating in pre-proposal and other
conferences and providing information/ responses to SAI, New Delhi, representing us in all matters
before SAI, New Delhi, signing and execution of all contracts and undertakings consequent to
acceptance of our proposal and generally dealing with SAI, New Delhi in all matters in connection with
or relating to or arising out of our Proposal for said Project and/or upon award thereof to us till the
entering into of the Agreement with SAI, New Delhi.
AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or
caused to be done by our said Authorized Representative pursuant to and in exercise of the powers
conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized
Representative in exercise of the powers hereby conferred shall and shall always be deemed to have
been done by us.
IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPALHAVEEXECUTED THIS POWER
OF ATTORNEY ON THIS
OF ATTORNET ON THIS DAT OF
For
(Signature, name, designation and address)
Witnesses:
1.
2.
Notarized Accepted
(Signature pame designation and address of the Atternay)
(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of INR 50 (fifty) and duly notarized by a notary public.

ANNEXURE 'II' | ELIGIBLE PROJECTS UNDERTAKEN BY THE BIDDER

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

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

IMPORTANT:

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

ANNEXURE 'III' | ANNUAL TURNOVER

S. NO.	FINANCIAL YEAR	ANNUAL TURNOVER (INR)
Select any three out of four previous financial years mentioned below.		
1.	2016-17	
2.	2017-18	
3.	2018-19	
4.	2019-20	
Certificate from the Statutory Auditor		
This is to certify that the average turnover of thebidder from in the last three years is Rs (In words) Name of the audit firm: Seal of the audit firm Date:		

(Signature, name and designation of the authorized signatory)

Note:

- In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant (CA) that ordinarily audits the annual accounts of the Bidder .
- In case audit of the firm is pending for the FY 2019-20 is pending, provisional accounts certified by CA may be considered. Audited accounts and Report prior to 2016-17 will not be accepted.

ANNEXURE 'IV' | FORMAT FOR CV

No CE'					
Name of Professional					
Name of Professional:					
Position:					
Date of Birth:					
Country of Citizenship/Res	idence:				
Education:					
Name of Institution			Degree Obtained		Year of Obtainment
Countries of work experience Employment Record	ce:				
Name of Organisation		Posit	ion Held	D	uration
		1 0010			
Brief Write-up of overall exp Work Experience: Detailed Tasks Assigned	Reference to Prior Work/Assignments that Best Illustrates Work Experience Name of Assignment: Year:				
Client: Project Detai Main project Position Helc Activities per		featur :			
	·				
	•				
Certification: I, the undersigned, certify the myself, my qualifications, an of an award. I understand the my disqualification or dismis	d my experienc lat any misstate	e, and ement o	I am available to ur or misrepresentatio	iderta n des	ke the assignment in case cribed herein may lead to

ANNEXURE 'V' | INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

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

2. REGISTRATION

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

3. SEARCHING FOR TENDER DOCUMENTS

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

4. PREPARATION OF BIDS

- (i) Bidder should take into account corrigendum/amendment/modification published on the tender document before submitting their bids.
- (ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided

the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (ii) The Bidder has to digitally sign and upload the required bid documents one by one as indicate in the tender document.
- (iii) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- (iv) Bidder should prepare the Bid Security as per the instruction specified in the tender document. The original should be **posted/couriered/given** in person to the concerned official latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (v) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission on the bids by the bidders, opening of bids etc. The Bidders should follow this time during bid submission.
- (vi) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (viii) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message &a bid summary will be displayed with bid no. and the date & time of submission of the bid with all other relevant details.
- (ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- (i) Any query relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (ii) Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Contact number for the helpdesk is 1800 3072 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

ANNEXURE'VI' – INDICATIVE SCOPE OF WORK

The engagement of agency is will be for 2 years, subject to satisfactory job work extendable for an additional year at the discretion of SAI authorities.. During the first 6 months, the Bidder will deliver various features of the Fit India App in a phased manner. The Bidder shall deploy at least 4 dedicated and competent resources onsite for maintenance and augmentation of Fit India website during this period. The resources with proper qualifications as required by SAI should be deployed within 15 days from the date of notification of award. If extension is needed in deployment of an employee, it should be properly informed to SAI authorities in advance. After 6 months, Bidder shall deploy resources for augmentation and maintenance of both website and app.

Key components of the Fit India mobile app have been provided below.

1. KEY COMPONENTS OF FIT INDIA MOBILE APP

The following are the key aspects of Fit India Mobile App Strategy:

Aspects	Details
Why (is the need for the App)?	The 'Fit India Mission' is an effort to bring small lifestyle changes in an easily scalable manner across all age groups irrespective of age, gender, place of living, socio-economic background. Fit India Mission wants to position fitness as easy, fun and can be done by anyone.
	Fit India App will help reach out to people in urban, rural & remotest areas of India, and give them tools to find their own fitness and have access to quality content in terms of events, videos, images, stories etc.
	The app must have a basic version for rural settings which can sync in and upload/download data whenever internet access is available. Micro-sites and micro-apps for user types based on select functionalities would also be required. For example, Gram Panchayats could have a micro-app to upload geo-tagged photos, number of people participating in events. There could be different micro sites and multiple apps.
What (will be on the App)?	Define key objectives and activities to promote fitness amongst Indians, including:
	1. Age-appropriate Fitness Protocols / Guidelines for different age groups:
	 a. Fitness tests, benchmarks and recommendations for children (5-18 yrs.), Adults (18-65 yrs.) and Seniors (65+ yrs.) (the details of tests have been placed at the end of this section). The app must be capable of using data analytics and benchmarking the fitness scores as well as have basic checks to ensure values entered for tests are in range and not abnormally high/low (Appropriate validation checks to be defined) b. Fitness dashboards, history, report for self, members, colleagues. In case of schools, corporates etc, app must be able to provide dashboards where one can track how many students, employees etc tagged to the school/corporate have taken the test.

Aspects	Details
	c. Add as many members at home /in own Organisationd. Tracker for steps taken, heart rate, sleep and other health parameters as in latest fitness apps.
	 Fit India Certifications (Fit India Schools, Fit India Gram Panchayats, Fit India Urban Ambassadors and Panchayat ambassadors, Fit India Yorgasan Centres, Fit India Gyms, Fit India Youth clubs, and Fit India Corporates etc Fitness Events (like Plogging, Cycling, Skipping etc) Fitness Activities (Talks, Indigenous Games)
	5. Fit India Champions and Partners
	6. Get Active (Tools), News, Media, Social Integration, Blogs 7. Any other initiative that may be desired by FIT INDIA Mission
	Also envisaged is a Flexible Module of Fit India Age-appropriate Fitness Tests / Dashboard that can be plugged-into different available Fitness Apps etc.
Who (will organise and participate)?	Fitness Activities: Individuals, Schools, Interest Groups, Organisations like NYKS, Panchayats, Urban Bodies, Departments, Ministries, Fit India youth Clubs, Corporate partners and others
When	Annual, Monthly, Weekly, Need-based, Daily activities and content updates
Where (can the Fit India Activities be organised)?	1. On-ground: Fit India activities can be done in Schools, Corporates/Organisation, Gyms, Open Spaces/Playgrounds etc and organizers would be uploading geo-tagged photographs for these events 2. Online: Engage in ONLINE initiative (eg. Fit India Quiz, Fit India Active Day, Fit India Live Sessions) or any other platform that may be deemed fit
How (will they get engaged)	 Register for various initiatives on app and portal Organise and get others to participate/celebrate View LIVE/recorded YouTube Videos, Facebook Videos Upload Videos, Images, Stories Download certificate of recognition of efforts Any other platform or means that may be apt

2. Target Audience / User Groups

List of users and user-wise functions have been detailed in the below section.

- 1. Individuals who
 - a. like to participate in events
 - b. be fit and active
- 2. Interest Groups (Cycling, Walking, NGOs, RWAs) who would be interested to organise events
- 3. Partner Ministries/Departments

- 4. Schools
- 5. Yoga Centres
- 6. Organisations/Corporates
- 7. Partners
- 8. Media
- 9. And others from time to time as desirable

User type	Functions
School	 Register for events and upload geotagged photographs Apply for certification Option to record details of students taking fitness assessment test Dashboard view for schools to provide the following; Number of students who have taken fitness assessment and their scores Upcoming Fit India events Details of Fit India events participated/organized Status of Fit India Certification
Youth Club	 Register for events and upload geotagged photographs Apply for certification Option to record details of members taking fitness assessment test Dashboard view for Youth Clubs to provide the following; Number of Youth Club members who have taken fitness assessment Upcoming Fit India events Details of Fit India events participated/organized Status of Fit India Certification
Individual	 Register for events and upload geotagged photographs Register as Fit India champions Fitness score as per age-appropriate fitness assessment Contribute personal fitness stories and photographs Dashboard view for individuals to provide the following; Fitness assessment score Upcoming Fit India events Details of Fit India events participated/organized Suggested articles/feeds from content aggregation module Social media feeds, access to curated personal fitness stories
Group	 Register for events and upload geotagged photographs Option to record details of group members taking fitness assessment test Dashboard view for groups to provide the following; Number of group members who have taken fitness assessment

User type	Functions
	 Upcoming Fit India events
	 Details of Fit India events participated/organized
Corporate	 Register for events and upload geotagged photographs
	Apply for certification
	 Option to record details of employees taking fitness
	assessment test
	Dashboard view to provide the following;
	 Number of employees who have taken fitness
	assessment and their scores
	 Upcoming Fit India events Details of Fit India events participated/organized
	Status of Fit India Events participated/organized Status of Fit India Certification
Gym/trainers	Register for events and upload geotagged photographs
gym, tramers	 Option to record details of persons taking fitness assessment
	test
	Apply for certification
	 Display details regarding number of persons taken fitness
	assessment test
	 Dashboard view for schools to provide the following;
	 Number of persons who have taken fitness assessment
	and their scores
	Upcoming Fit India events
	Details of Fit India events participated/organized Status of Fit India Contification
NGO	Status of Fit India Certification A Register for events and unlead photographs
NGO	Register for events and upload photographs Ontion to record details of persons taking fitness assessment
	 Option to record details of persons taking fitness assessment test
	 Dashboard view for schools to provide the following;
	Number of persons who have taken fitness assessment
	and their scores
	 Upcoming Fit India events
	 Details of Fit India events participated/organized
	 Status of Fit India Certification
NYKS	 Register for events and upload photographs
	 Upcoming Fit India events
	Details of Fit India events participated/organized
Ministry	 Register for events and upload photographs
	Customized dashboard for State Government Nodal Officers,
	Education department Nodal Officers etc
	Micro-apps for selected Ministries/PSUs, Panchayats etc to unload data on fitness ambassadors details of fitness
	upload data on fitness ambassadors, details of fitness assessment etc
Optional	Find fitness facilities, events, trainers, Yoga instructors by
features for	providing interfaces to existing apps/online resources
users to have	providing interfaces to existing apps/online resources

User type	Functions
	 Allow access to articles, information snippets etc that is available for free in public domain. Provide user-friendly access to various Fit India videos on YouTube
Admin dashboard	 User wise registration Event wise participation with various user and geography cuts Dashboard of different State Government Nodal Officers, Education Boards etc Certification dashboard

3. Timelines

All features as mentioned in Phase I will be released in English and Hindi, the app will be released in at least 10 regional languages within 1 year of satisfactory completion of Phase III.

Phases	Functionality	Timeline	
	System assessment and documentation		
	Logins for Individuals, Schools, Groups over the app		
	Fitness protocols for different age groups		
	Take a Test		
	Fitness Dashboards for different age groups		
Phase I	Production and Addition of Fitness test Videos for different age groups	T+2 months	
	Recommendation Engine to recommend different age groups as per Fitness Level		
	Fitness History		
	Fitness Benchmarks logic for Age and Gender		
	Tracker for steps taken, heart rate, sleep and other health parameters as in latest fitness apps.		
	Fit India event registration module		
	Allow other Apps to use Fit India Protocols and		
	Benchmarks		
Phase II	Fit India Certification (School, Youth Club etc)	T+4 months	
	Fit India Panchayat and Urban Ambassador Registration		
	Social media integration		
	Any other allied features		
	Fit India Challenges		
	Applications for Awards		
Phase III	Fit India Certification (Corporate, Yogasan Centres etc)		
	Fit India Stories	T+6 months	
	Fit India Champions		
	Content aggregation		
	Fit India Quiz		
	Payment gateway		
	Fit India Partner Module		

Phases	Functionality	Timeline
	Results based on the benchmark logic module for	
	assessment tests	
	Any other allied features	

The maintenance and augmentation of website will require the following set of minimum resources during the first 6 months.

Role	Work Description	No. of Resources	Proposed Deployment
Development Team	 Fr. Developer iOS/ Android/Website He shall be able to carry out analysis of the software requirements and prepare detailed specifications of the requirements. He shall be responsible for covering the cycle of implementation to unit and integration allocated to him/her. He shall translate the SRS into the selected programming language to create source code and executables. He shall undertake unit testing the same using the unit test plan prepared during detailed design phase. The defects found in this testing shall be logged and the programmer shall remove the identified defects. He shall be responsible for identifying and escalating any issues – technical/business rules in the application allocated to him and their timely resolution. He shall be responsible for using the development/testing and 	1	Onsite

	quality standards and best practices established in the project. • He shall ensure relevant documentation related to the application. • He shall be responsible for tuning the application as per the Performance Testing results. He shall conduct UAT/ System Testing / defect fixing		
	Jnr. Developer Android Programmer iOS/ Android/Website) • Will be assigned with Sr. developers and will help them in completing the module wise tasks assigned to them	1	
	Database administrator	1	
UI/UX designer	To work on the UI/UX part	1	Onsite

After 6 months, the agency shall deploy additional 5 resources (1 Project Manager, 1 senior developer, 1 junior developer, 1 QA/Testing, 1 Business Analyst) for augmentation and maintenance activities of both website and mobile app onsite.

There will be a quarterly review regarding the number of resources to be deployed for the next quarter. It will be responsibility of the bidder to coordinate with SAI for the quarterly review and suggest SAI with no. of resources required for tasks to be completed in next quarter. SAI reserves the right to increase or decrease the number of resources as per requirement during the quarterly review. However, the rates for the resources will remain fixed for the contractual period.

The Bidder shall arrange for the basic necessary office equipment such as Desktops/Laptops/SQL Server, development server, staging servers, Printers/Wi-Fi Dongles and any other requirement needed for successfully completing the assignment. for their employees. Basic seating space/workstations shall be provided by Fit India/SAI. The minimum qualification of afore-mentioned resources is presented below:

Role	Resource qualification and experience
Project Manager (to be deployed onsite after T+6)	 Graduate/ B.E./B. Tech/ with specialization in Computer Science/Information Technology / Electronics & Communication or similar /MBA/ MCA / M.Sc in Computer Science / Minimum 12 years of experience managing large scale IT projects and minimum 8 years of experience in government projects. Should have led a team of 8-10 people in the past
Development Team (Sr. Developer – Android)	 B.E./B.Tech/ with specialization in Computer Science/Information Technology / Electronics & Communication or similar /MCA / M.Sc in Computer Science Minimum 8 years of experience in coding / programming for Android development Knowledge in open source technologies and concepts "Certification in relevant technology proposed by bidder is desired"
Jnr. developer	 B.E./B.Tech/ with specialization in Computer Science/Information Technology/ Electronics & Communication or MCA / M.Sc. in Computer Science 5 years of experience in coding / programming for application development Minimum 2 projects in last 3 years with role of Programmer / developer Minimum 2 years developer experience in developing Mobile application Strong knowledge in open source technologies and concepts "Certification in relevant technology proposed by bidder is desired"
Database administrator	 B.E./B.Tech/ with specialization in Computer Science/ Information Technology / Electronics & Communication or MCA / M.Sc in Computer Science Overall experience of 10 years in database administration Has handled as Team leader / Manager 3 projects in last 5 years as Database Administrator as part of System Integration Agency Experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh etc. "Certification in relevant technology proposed by bidder is desired"
QA / Testing	 B.E./B.Tech/ with specialization in Computer Science/Information Technology/ Electronics & Communication or MCA / M.Sc. in Computer Science 5 years of experience in write System Test cases and Performance Test cases.

Role	Resource qualification and experience	
	 Minimum 2 projects in last 3 years with role of QA/Testing Minimum 2 years testing experience in developing Mobile application Strong experience in preparing relevant scripts and datasets for testing the application performance. 	
UI/ UX	 Graduate/ B.Tech in Design, Computer Science or relevant field/ M.Sc./ MCA Proven work experience as a UI/UX Designer or similar role from past 8 years Should haveunderstanding of wireframing and hands-on experience on wireframing tools Up-to-date knowledge of design software like Adobe Illustrator and Photoshop Demonstrate ability to establish a consistent and creative designs Having strong user experience and design skills Experience in front-end mobile application development Experience in requirement gathering from stakeholders and users Identify and troubleshoot UX problems 	
Business Analyst	 B.E./B.Tech/ with specialization in Computer Science/Information Technology/ Electronics & Communication or MCA / M.Sc. in Computer Science 3-5 years of experience working on IT projects, he/she will be responsible for integrating data from other Ministries portals and apps onto Fit India website/app Strong technical concepts and analytical capabilities to be able to gather requirements and integrate features/data 	

4. MANPOWER REQUIREMENT

- i. Bidder shall have a defined hierarchy and reporting structure for various teams that shall be part of the project.
- ii. Bidder shall ensure it retains the services of its Key resources, including provisioning of competitive compensation, benefits and other conditions to its Key Resources to incentivize them to remain in Bidder's employment.
- iii. Bidder shall not make any changes to the composition of the Key resources and not require or request any member of the Key resource to cease or reduce his or her involvement in the provision of the Services during the Term (or agree to any request other than from SAI that would have the same effect):
 - a. Unless that person resigns, is terminated for cause, dies, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires; or
 - b. Without SAI's prior written consent.

- iv. In case the resource has resigned then the bidder must immediately inform of such resignation and provide an immediate compatible alternative.
- v. The bidder shall ensure that the deployment of any resource in the project should stay at least for 6 months.
- vi. Bidder shall promptly initiate search for a replacement to ensure that the role of any member of the Key resource is not vacant for any longer than 10 days, subject to reasonable extensions requested by Bidder to SAI.
- vii. Before assigning any replacement member of the Key Resources to the provision of the Services, Bidder shall provide SAI with:
 - Curriculum vitae and any other information about the candidate that is reasonably requested by SAI; and
 - o An opportunity to interview the candidate.
- viii. CVs for all manpower deployed during augmentation and maintenance will be approved by SAI. In case of replacement, the resource should be equally or more qualified and experienced than the resource being replaced.
- ix. If SAI does object to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative resource.
- x. The bidder must ensure at least 4 weeks overlap period for knowledge transfer in such replacements.
- xi. SAI will keep on sharing the requirements and modules for augmentation in a timely fashion. It will be the responsibility of deployed team of bidder in SAI to timely implement the modules.
- xii. The resource numbers may be enhanced or reduced as per the need on pro rata rates as agreed

5. <u>Detailed scope of activities</u>

The selected bidder shall design, develop, test and commission the "Fit India" mobile app. This would involve:

- As-Is study
- Project Planning
- Requirement Study
- User Interface and Experience strategy design
- Design and development of mobile app
- Testing of Mobile App
- Service listing and integration
- Hosting of the app on app stores
- Deployment and commissioning of mobile app
- Go-live

As-Is Study

The selected bidder will be responsible for carrying out detailed As-Is study of the existing website and connect with the SAI stakeholders to understand the requirements.

Project Planning

The agency shall be responsible for planning of the sprint / development cycle for that particular module covering planning, requirement gathering, design, development, testing and implementation of that module.

- I. The agency shall also create an overall comprehensive project plan to ensure that project milestones are tracked and met. It should include project expectations, ground rules, work plan, communication matrix, timelines etc. Following activities would be covered under Project planning:
- II. The overall project plan as well as module wise project plan should cover:
 - i. Project Organization and Management plan
 - ii. Mobile Application Design & Development plan
 - iii. Implementation plan
 - iv. Pre-commissioning, Operational and User Acceptance Testing Plan
 - v. Training plan
 - vi. Data migration plan
 - vii. Task, Time, and Resource Schedules (List of tasks, the dependency among the tasks, the duration to perform the tasks, the resources allocated to perform the tasks, the scheduled start and finish dates for the task)
 - viii. Post-implementation support and maintenance plan
 - ix. Technical Support Plan
 - Quality Assurance and Control Process plan details which must include (but not limited to) detailing on Metrics for derivation of quality goals, standards followed, Reviews, Problem Reporting, handling process deviations, preventive methodology and Plan for correction
 - xi. Technical and Operational Process which must include (but not limited to) detailing on Methods, Tools, Techniques etc.
 - xii. Communicate and discuss the work plan with stakeholders
 - xiii. Measure project deadline
- III. The mutually agreed Project Plan will form the basis for regular project monitoring.
- IV. During the project implementation, the selected bidder shall report to the SAI on following items:
 - i. Results accomplished during the period;
 - ii. Cumulative deviations to date from schedule of progress on milestones as specified in this RFP read with the agreed and finalized Project Plan;
 - iii. Corrective actions to be taken to return to planned schedule of progress;
 - iv. Proposed revision to planned schedule provided such revision is necessitated by reasons beyond the control of agency;
 - v. Other issues and outstanding problems, and actions proposed to be taken;
 - vi. Project Management activities
 - vii. Issue Management to help identify and track the issues that need attention and resolution from the department.
 - viii. Scope Management to manage the scope and changes through a formal management and approval process.

- ix. Risk Management to identify and manage the risks that can hinder the project progress
- V. The selected bidder shall hold weekly fortnightly (or sooner as decided by SAI) review meetings with the SAI providing detailed report on the progress of the project (Project Progress Report) clearly highlighting the activities completed in the reporting period, activities planned for the next reporting period, deviations from the planned dates, issues or concerns affecting the project progress, impact on the overall project timelines, project related risks with their mitigation plans.
- VI. The selected bidder shall ensure proper configuration management functions are being performed as per the configuration management plan. Agency's Project Manager shall review internally the activities on a regular basis
- VII. Owing to the stringent project timelines, it is recommended that the selected bidder should adopt innovative project management and deliverable review techniques to fast track the acceptance of deliverables. e.g. Workshop of stakeholders, early engagement of stakeholders etc.

Requirements Study

Requirement elicitation is a key stage in the project and recognizing its pivotal role in the subsequent phases, enough time will be provided to the selected bidder to capture the requirements accurately. The team of selected bidder must perform a detailed assessment of the business and solution requirements as mentioned in this RFP.

Additionally, the Bidder shall carry out an exhaustive requirement gathering exercise with the SAI team for understanding the requirements. As highlighted in the previous section, this project shall be implemented in an agile manner, where SAI will plan a module wise development with the agency, with the objective of achieving overall go-live in 180 days from start of the project.

While doing so, the Bidder is expected to do at least the following:

- i. The selected bidder should conduct a study to plug the gaps in Functional Requirement Specification (FRS) and provide the desired solution as per the SAI's requirement. Indicative Functional Requirements is provided in Section XX Functional Requirement within this RFP.
- ii. The selected bidder shall carry out a requirement elicitation with SAI and other stakeholders to prepare and formulate the mobile app requirements
- iii. As part of the system study, the selected bidder shall be responsible for preparation of a comprehensive system study document which will include detailed assessment of the functional requirements and technical requirements of the mobile app.
- iv. On gathering the requirements, the selected bidder shall analyze these requirements to ensure the requirements are complete, accurate, consistent and unambiguous
- v. The selected bidder will also be responsible for developing the process workflows in consultation with SAI and its nominated agencies and prepare the detailed Software Requirement Specification (SRS) document. SRS should also include the use cases and user profiles
- vi. The selected bidder shall prepare SRS document, for the customization or new functionality development, which shall contain the objectives and scope of the changes or functionality addition to the system, the various levels of requirements, the process

model, data model, data dictionary, etc. Unresolved issues shall also be included in the document. User Role wise mapping to the various business functions with details regarding their access rights (insert / update / delete / view etc.) shall also be included in the document. Acceptance Criteria shall also be included explicitly promoting clear understanding with the end user about what the end user considers acceptable.

- vii. The Selected bidder shall, as part of development of SRS, develop a mobile app prototype to capture and demonstrate the end user requirements in the form of screens and outputs. The prototype shall be enhanced continuously during the development of SRS. The same shall be hosted on selected bidder's infrastructure and should be accessible by all users from various locations. It shall be ensured that the required environment to develop and host the prototype is procured early in the project.
- viii. The prototype shall have the user access management configured for a 'control group' of users during the time of SRS and prototype enhancement.
 - ix. The Prototype shall also act as tool for preliminary orientation of the end users in familiarizing with the solution that is being implemented.
 - x. It is the responsibility of the agency to demonstrate the best practices available in the proposed solution.
- xi. The SRS document shall be reviewed and approved by SAI.
- xii. All major changes, as decided by SAI, post the final implementation, shall be handled through change control process as per Agreement clause of change management. Minor changes shall be made at no additional cost to SAI.
- xiii. Creation of new services and management of existing services on mobile app and other mobile channels should be supported through a graphical user interface while using a common integration layer with government departments. The app should be responsive and built on responsive framework and be compatible with standard form factors on smart phones.
- xiv. Service On-Boarding Service Enablement of SAI:
 - a. Enablement on all mobile operating systems such as Android and iOS etc. through App
 - b. Enablement on SMS services as applicable to SAI.
 - c. Enablement of Payment services through government approved Payment Gateway

Design and Development of mobile app

- i. The Bidder shall deploy at least 4 resources for maintenance and augmentation of Fit India website during the first 6 months. The app shall be compatible on all possible digital platforms like tablets and other mobile devices. The content should work seamlessly over different resolution, screen size and mobile platform.
- ii. The Mobile app must be safe and secure.
- iii. The mobile app should be compatible with iOS and Android.
- iv. The mobile app should comply with accessibility standards and leading practices to ensure that people with disabilities can use the mobile app.
- v. The website should comply with World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines.

- vi. Compliant with mandatory guidelines from the compliance matrix of GIGW Responsive Design: Easily accessible through Smart Phones, Tablets and Desktop PC
- vii. The selected bidder shall create policy related to terms of usage, site policy, content management policy etc. in consultation with the department
- viii. The selected bidder shall implement quality standards like CMMi 3 or above for the entire life cycle of the project. The quality process shall include adequate processes for coding, change management, defect tracking, testing, review and other secure software development life-cycle processes that would include but not limited to Requirements Gathering, Design, Coding, Testing and Deployment
- ix. The selected bidder will be responsible for system fine tuning, patch update, version upgrade, application optimization etc.
- x. The selected bidder shall develop and maintain the staging/ test environment including hardware and other components at bidder's own environment for the complete contract period. The UAT shall be conducted over the same environment.
- xi. The selected bidder shall get the security audit done by CERT-IN empanelled agency, Once the app pass through the audit successfully, then it will be submitted (along with all test/clearance certificate) for hosting/ clearance by the cloud service provider. After due clearance, it will be allowed to be accessed by stakeholders in production environment to make the Application Live.
- xii. STQC audit and certification is required to be done before go-live of the Mobile app.
- xiii. The mobile app should be hybrid
- xiv. The selected bidder shall ensure building of multi-lingual mobile app in the languages decided by SAI. Translation of content shall be provided by the vendor. Please note that the website is not currently multi-lingual.
- xv. Mobile apps for the respective platforms must be hosted on their official platforms namely Apple app store, Android play store. The selected bidder shall support SAI for hosting the apps, in case any license/ any other fee is to be incurred, it shall be borne by SAI.
- xvi. The selected bidder shall support SAI for hosting the apps, in case any license/ any other fee is to be incurred, it shall be borne by SAI.
- xvii. The mobile apps shall not be hosted or mirrored elsewhere
- xviii. It is expected that the mobile app shall be developed by using open source software solutions, which would not require any acquisition / license fees to be paid. The agency shall identify all the software solution components / product at the beginning of the project, which will be provisioned by SAI.
- xix. The application should have user-friendly interface for enabling the users to undergo specific health test and to host sample guidance videos for the same from sources like YouTube. Such data should be captured as per requirement of the department for classification and should be stored with security. The department will be the sole owner of such data.
- xx. The selected bidder shall design, develop, test and host at platforms including approval by platform owner and updates
- xxi. The selected bidder shall be responsible for regular updates and modifications to the mobile app for individual platforms
- xxii. The mobile app shall be provided free of cost at platforms and should be clearly highlighted as official app for Fit India Movement

- xxiii. The bidder shall be doing an API based integration of existing mobile applications/ services in the Fit India App. If there is no API available, it will be the responsibility of bidder to develop the API and get it integrated
- xxiv. The performance of the mobile app should be optimized as per the platform and device form factor
- xxv. The platform shall enable feature of consolidated application form and single integrated payment for departments who are integrating their services on this platform
- xxvi. The mobile platform source code shall be property of SAI which shall be provided by the selected bidder to SAI upon successful implementation of project
- xxvii. The client shall provide data backup and disaster recovery infrastructure. The client shall define the data backup and disaster recovery policy as part of agreement document. The compliance and ensuring data backup and disaster recovery as per policy shall be the responsibility of the bidder.
- xxviii. The client shall provide tapes for data backup services. All tape backups for the data backup services shall be property of The Client. The backup shall be done as per the backup policy finalised by the client during MSA stage.
- xxix. The mobile platform must be capable of integration with e-Sign / Aadhaar authentication
- xxx. The mobile platform shall be based upon open standards-based architecture that allows various government departments to quickly integrate and make available their services through standard API (application program interface) and open data formats. The integration shall be done by the selected bidder and proper documentation on the integration of the solution shall also be provided by the selected bidder. The guidelines will include full API specifications, protocols, data, formats, API schema etc. Any other details related to integration with the Mobile platform should also be provided
- xxxi. The platform should be able to maintain user personal details, preferences and data required to access services without having to re-enter every time. Data should be stored securely, and the user consent must be taken for any citizen data storage.
- xxxii. Create and manage environments for Integration testing and UAT (User Acceptance Testing) of the solution. The UAT setup shall be near replica of the production setup. This will entail setting up of two environments namely a Staging Environment and a Live Production Environment.
- xxxiii. Should support dial to call feature from a page
- xxxiv. The mobile app should be able to provide services at low bandwidths also. For this, the mobile app should be tuned for low bandwidths to prevent non-access of services by users when bandwidth is low.
- xxxv. **API based integration:** The mobile platform, in alia other functionalities, would be provisioned as an integration platform with features such as
 - a. Integrate Single Mobile platform with APIs which offer common services for mobile applications such as APIs for user management, files, custom objects, email, photos, social integrations, analytics, push notifications, geolocation, enterprise integration etc.
 - b. Reduced server-side coding so that the focus can be more on front-end development and faster rollouts.
 - c. Deployed on cloud with built-in scalability.
 - d. Open Source and Open standards based

- e. Security and privacy of data of the integrating applications/databases.
- xxxvi. **Security and Compliances:** The following security and compliances should be adhered while developing the app:
 - a. Should be free from all known vulnerabilities
 - Platform to comply with all applicable guidelines, regulations, standards of MeitY,
 GOI and will be security audited through a CERT-IN certified third-party auditor.
 The auditor is to be selected by SAI
 - c. Payment module shall have been integrated with payment gateways and shall adhere to all applicable guidelines
 - d. SAI shall schedule/ conduct relevant system and security audit from time to time during the tenure of the contract. The system shall be made available to SAI by the selected bidder as and when required.

xxxvii. Payment gateway:

- a. SAI may require selected bidder to integrate with payment gateway provided by the Client such as GRIPS (Government Receipt Portal System) or any other payment gateway. The integration shall be the responsibility of the selected bidder.
- b. Selected bidder shall also provide payment gateway option to SAI for integration. This payment gateway provided by the selected bidder may be sole payment gateway if SAI does not provide any payment gateway or additional payment gateway if SAI provides payment gateway for integration.
- c. Transaction fees for each transaction through payment gateway shall be paid by SAI
- d. Enabling Payment for SAI services, using mobile phone will be an integral part of the solution. The payment module of the solution needs to support various payment instruments allowed by RBI. The module needs to be intelligent enough to route the authorization request to the appropriate payment processing unit. Any emerging electronic payment solutions shall also be integrated with Mobile platform.
- e. The solution shall allow payment on multiple modes (net-banking, credit card, debit card, Wallet etc.) through various mobile channels as indicated below.

xxxviii. Scalability:

The mobile platform architecture should be scalable to support potentially all users accessing different types of services rendered from SAI. The design should be such that the effort for setting up a new service should be minimal for SAI, so that once service API integration is done, it should be possible to provide services through configuration and minimum development. Fit India app is expected to scale up to 10 Cr users in the next couple of years.

xxxix. Heterogeneous and Interoperable

a. The mobile platform should be designed keeping in mind that information flows across applications owned by different departments. The mobile platform needs to integrate and interoperate with various other external entities. The ability of the solution to easily and in a relative seamless manner integrate with external entities, interoperate with multitude of technologies is a significant criterion while selecting the technology

- b. The mobile platform should also support features which work seamlessly across various channels providing user a unified experience. Following features should be supported by the Mobile solution:
 - Registration made on Mobile platform channels (application and web) will seamlessly reflect in other channels like SMS based transactions.

Testing of mobile app

- The selected bidder shall plan out a series of different tests, each test having a different purpose, to verify that all application elements have been properly integrated and that the application performs all its functions and satisfies all its non-functional requirements. Following tests need to be covered (but not limited to):
 - a. High volume performance testing
 - b. Failure mode and anomalous behaviour tests
 - c. Introductory, silent running & system readiness tests
 - d. Integration testing
- II. On successful completion of the Integration testing, selected bidder shall carry out the actual system testing as per the system test plan prepared by selected bidder.
- III. The selected bidder shall ensure that system testing is carried out by an independent team other than the development team. The selected bidder shall setup a separate test environment to carry out system testing
- IV. Performance audit of the application shall be performed by STQC/ any other authorized government agency.
- V. The selected bidder is required to carry out testing and user acceptance test on the app, before the app is made live for public. The suggested parameters for carrying out but not limited to the testing of the app is given below.
 - a. Functional testing
 - b. Usability testing
 - Test for navigation
 - Content checking
 - c. Compatibility testing
 - a) Operating system compatibility
 - d. Performance testing
 - e. Security testing
 - f. Speed testing
 - g. User experience
- VI. The selected bidder is required to prepare test cases, perform testing, rectify errors/bugs and incorporate changes suggested during the testing of the app. The Performance and Load testing shall be performed by the selected bidder to ensure that the mobile app meets predefined performance and load testing metrics.
- VII. User Acceptance consists of formal testing conducted by the end user group according to the acceptance test plan and analysis of the test results to determine whether the application satisfies its acceptance criteria.
 - I. The selected bidder shall prepare a plan to coordinate the User Acceptance activity

- II. SAI shall align an end user group who would test the mobile app for any bugs, issues, broken links and errors
- III. The selected bidder shall provide User Acceptance Test script to the end user group along with a format to capture the results and remarks
- IV. The selected bidder shall provide support to document the User Acceptance Test Results along with Defects Statistics. IA shall ensure that defects found are corrected and is retested by the end user group.

Service listing and integration

- I. The selected bidder is responsible to integrate the Fit India app with external portals /systems for seamless delivery of information from different apps.
- II. The selected bidder shall use service-oriented architecture (SOA) for integration wherever possible to integrate with the external agencies. The selected bidder shall develop the web services/ APIs in close co-ordination with the owners of external system. However, the selected bidder will not be required to make any changes or do any deployment on the systems of these external agencies.
- I. The selected bidder shall integrate the existing live chat helpline services (if any) being offered by SAI through the Portal. The selected bidder shall be required to co-ordinate with the vendor offering these services to integrate with Mobile app platform.

Deployment and commissioning of Mobile App

- I. The selected bidder shall be required to host mobile app at NIC Cloud (Meghraj) or any other cloud service provider, to be decided and provisioned by SAI. Further, estimated infrastructure sizing on cloud shall be provided by IA in consultation with SAI to cater to the estimated load requirements agency shall be responsible for overall commissioning and operations of the solution
- II. Considering the criticality of the infrastructure, the selected bidder is expected to design the solution with high level of redundancy and resilience to meet the uptime requirements
- III. The selected bidder shall provide the following for deployment of mobile app
 - a) Backup / Restore Services The selected bidder shall propose the backup methodology along with the period for backup and shall be also responsible for the regular backup of data and applications. Backup may also be maintained by Cloud team as per approved policy/ Procedure/ Guidelines.
 - b) Provide administration, version upgrade, patches upgrade, bug/ defect fixing, incident management and update management services for software solutions at DC.

Commissioning and roll-out of mobile app

- I. The selected bidder shall be able to host the mobile app on the production environment only after successful security audit by CERT-IN empanelled vendor
- II. The vulnerabilities/ non-compliance reported in the Security Audit shall be rectified by the selected bidder.

- III. The selected bidder, in coordination with SAI (and nominated agencies) shall set up the production environment, installation of the application in the production environment, creation of application user profiles etc.
- IV. Selected bidder shall ensure publishing of mobile app over Android, and iOS App. The app should be scalable in nature.
- V. Selected bidder shall ensure necessary support is provided to resolve defects
- VI. Selected bidder shall document the defects / bugs encountered during this phase as well as document the resolution of the same. Agency shall also prepare and maintain a database of Consolidated List of Common Errors & their Resolution

Beta Testing

- I. Selected bidder shall conduct Beta testing of the mobile app.
- II. Selected bidder shall provide SAI with a Beta Testing plan, allowing external users to participate in the testing process.
- III. Beta testing shall be conducted in a controlled and stable environment hosted over NIC cloud using fully operational Fit India mobile app
- IV. Selected bidder shall be responsible for recording bugs/ defects/ changes suggested by Beta Users
- V. Selected bidder shall correct any bugs/ defects reported
- VI. Selected bidder shall incorporate any changes suggested during Beta Testing in consultation with SAI.

<u>Preparation of Technical Documents</u>

The Selected bidder is expected to prepare the following technical documents during the various project phases including but not limited to:

- i. **Software Requirement Specification (SRS)** as per IEEE Standards including but not limited to the following components:
 - a. System description
 - b. System interfaces (system, user, software/app, communication, etc.)
 - c. Performance requirements
 - d. Logical database requirements
 - e. Standards compliance
 - f. Software system attributes like reliability, availability, security, maintainability, portability
 - g. Prototype including GUI screens
 - h. Operational modes
 - i. Use cases
 - j. Constraints

ii. Software Design Document (SDD)

Selected bidder shall document the high-level design as System Design Document (SDD) consisting of project standards, the functional design and the database design. The Selected bidder shall also prepare and submit detailed design (Low Level Design) as per IEEE Standards document. The SDD document shall be reviewed and approved by SAI. The SDD document should include but not limited to the following:

a. Decomposition description (modules, processes, data)

- b. Detailed design (Module and Data)
- c. Dependency description (Inter-modules, Inter-process, Inter-data)
- d. Interface description (Module and process)
- iii. **Software Test Report Document** which shall contain documentation pertaining to the testing of each module or system as a whole, etc.
 - a. Unit and Integration Testing Plan and Procedure
 - b. User Acceptance Testing Plan and Procedure
 - c. Test cases for all tests
 - d. Test input data set, test results
 - e. Quality Assurance/ Testing Plan
- iv. Version control management containing the baseline version for all documents, source codes and applications with procedures for making any changes to the baseline version.
- v. Operational procedures manual
- vi. Go-Live and completion report
- vii. Contingency Plan document containing emergency response procedures; backup arrangements, procedures, and responsibilities; and post-disaster recovery plans, procedures and responsibilities
- viii. The selected bidder must ensure that the system modules being developed are thoroughly documented with comprehensive manuals and adhere to standard methodologies in mobile app development as per ISO and/or CMMI model. The documents to be submitted should include, but not limited to:
 - a. All system requirements, design and architecture related checklists of documents
 - b. Interface control document
 - c. Management and review of Version Control System
 - d. Traceability Matrix
 - e. Quality Assurance / Testing Plan
 - f. Other relevant documents (if Any)
 - ix. Preparation and maintenance of end-user documents including but not limited to user manuals. The manuals and documents should be in English language and in soft and/or hard copy and equal to the number of the deliverables/modules. Some of the indicative manuals are:
 - a. Operations Manual providing instructions for installing the application/ software tools, troubleshooting, interpreting message logs, and FAQs (Frequently Asked Questions)
 - b. Maintenance Manuals
 - c. Administration Manual
 - d. Security Manual
 - e. Applications Training Manual and others (if any) as per acceptable standards
 - f. Systems Manual detailing the data structure, table, forms and report structures.
 - g. Trouble Shooting Guide/ Handbook for helpdesk which describes the various trouble shooting methods
 - h. SAI will review the deliverables submitted by the selected bidder and will provide recommendations and observations to the IA on the deliverables.

<u>Augmentation, Operations and Maintenance Activities</u>

The augmentation, operations and maintenance phase shall begin post acceptance of the mobile

app while augmentation and maintenance of website will be conducted for entire contract duration. Please note that website augmentation and maintenance will also need to factor in addition of any features being envisioned for the app and currently not supported by the website. Illustrative administration and maintenance services has been listed below.

- I. Management and tuning of mobile app platform and website to maintain performance at optimum levels
- II. End to end management of various instances of application servers to ensure smooth functioning
- III. Website needs to support email marketing and bulk SMS services for its registered users.
- IV. Conduct code and configuration reviews to provide inputs to SAI in order improve performance and remove bottlenecks, if any
- V. Extract the log reports, study, draw logical conclusions, do fixes and then submit the final report to SAI
- VI. Documentation of problems, isolation, cause and rectification procedures for building knowledge base for the known problems
- VII. Troubleshooting of OS and other third-party applications
- VIII. The selected bidder shall also be responsible for download and implementation of patch, updates and upgrades available for OS, mobile app Platform, Application Servers and any third-party application/ components required
 - IX. The selected bidder shall also be responsible for server hardening and management of OS/ application security
 - X. The selected bidder shall do proper version management of these configurations as the configurations may be changed from time to time. This is required to ascertain changes made to these configurations at different stages as well as have functional configurations
- XI. The selected bidder shall coordinate with external vendors, network providers and cloud service provider for upkeep of environment deployed to meet the SLA and shall liaison with various vendors/OEMs for related works, equipment & services
- XII. The selected bidder shall manage the servers on end-to-end basis like server administration, performance tuning and software support and upkeep of the server etc.
- XIII. Handling of OS related issues, installation of OS updates and patches, re-installing OS if required, periodic system performance tuning, monitoring server usage statistics, network OS support, and start up and shut down of servers.
- XIV. Regular App updates, design changes and enhancement of application to be completed by selected bidder under stringent timelines, it does not preclude the selected bidder from regular and continual improvement in the design and functionalities of the Fit India App, to fully utilize the functionalities of the mobile app platform as well as to meet the latest digital trends.
- XV. SAI may ask the selected bidder to regularly review the mobile app and upgrade functionalities/design. This will not constitute a change request.
- XVI. Ensure the desired uptime.
- XVII. Maintain version control and archives of source code and content.

- XVIII. The selected bidder shall use an email-based ticketing system and categorize and prioritize the bugs/ defects reported
 - XIX. Selected bidder shall prepare reports like first response time, time spent on tickets
 - XX. Selected bidder shall prioritize the tickets using SLA performance measures
 - XXI. Selected bidder shall communicate SAI about status of the issues and their expected resolution time.

Dynamic Content Managements, Aggregation and Update

The Selected bidder shall be responsible for routine content management, aggregation and update. The content on the mobile app can be classified into the following categories based on the timeliness/ criticality of the update/ modification:

- 1. Events: The selected bidder would be required to design, develop and implement events as per the requirement of SAI.
 - SAI shall provide a formal request for change of events well in advance to the selected bidder for successful implementation of the same
 - Some of the Fit India events include but not limited to Fit India Quiz, Fit India Freedom Run etc.
 - The contents like Photographs, Videos, text or any other content type shall be provided by SAI or its designated agencies to the agency as per the agreed timelines
 - The Selected bidder shall be required to publish the events requested by SAI as per the agreed timelines
- 2. Campaigns: SAI may run multiple promotional campaigns. The mobile app and website shall support the promotional campaigns by integrating relevant content on the mobile app. Since these promotional campaigns are constrained by time or event, selected bidder shall design, develop and publish them as per the timelines provided by SAI. The content for the campaign shall be provided by SAI. However, the skeleton for the campaign shall be designed by the selected bidder.
- 3. Fit India Partners: SAI is looking forward to the inclusion of a dedicated Partners section on the Fit India Mobile app Each 'Prominent partner' will have a dedicated section where most relevant content from their offerings (to be updated periodically) can be curated on Fit India mobile app and website. Selected bidder is required to assist SAI in identification of partners & conceptualize the design for this 'Partners' section. Some of the Ministries who are likely to partner (could be more as we progress) are as following
 - a. HRD:
 - i. Fit India Colleges / Universities etc.
 - b. Urban Development: Fit India Cities
 - c. Panchayati Raj: Fit India Panchayats
 - d. Corporate Affairs: Fit India Corporates
 - e. AYUSH: Fit India Yoga Centers
 - f. Health: Fit India Doctors
- 4. SOCIAL MEDIA WALL
 - a) "Curated Posts" from Twitter, Facebook, YouTube, Instagram to be published
 - b) Fit India Channels YT, Twitter, FB, Insta
- 5. MEDIA STREAMS

- a) Video Streams of Fit India Events
- b) Photo Streams of Fit India Events
- c) Media Stream Curated Articles
- 6. LIVE /RECORDED SESSIONS
 - a) Window to Live Sessions on Facebook, YT, Zoom (as required for a particular event)
 - b) Recorded Sessions
 - c) Events could be
 - i. Active Breaks
 - ii. Active Day Family Sessions
 - iii. Active Day Session with School Children
 - iv. Fit India Talks
 - v. Indigenous Games
 - vi. Quiz
- 7. Design changes and content updation for Fit India age-appropriate protocols (tests and activities), fit India rating/ grading systems, Dashboard, blogs, stories as and when required by SAI.
- 8. Routine updates: Being the face of Fit India, the content on the Fit India mobile app and website should be updated regularly by the selected bidder. Content shall be provided by SAI but shall be authored and published by the selected bidder.

<u>Dynamic Content Management Framework</u>

The bidder shall be required to implement a Content Management Framework for SAI. The key activities include (but not limited to):

- i. Design and implement Content workflow management process as per the requirement of project. The workflow shall include process for content creation, approvals and publishing over the digital channels.
- ii. Selected bidder shall create a content repository which shall store various type of content from multiple repositories
- iii. Agency shall design the system to allow individual department/User to have their own content libraries, workflow, templates and nomenclature
- iv. Selected bidder shall manage the content metadata and link it to the respective users and repositories
- v. The content management framework shall also enable access control functionality to enable/ restrict users/ group of users to access the given repository
- vi. The framework should allow the user to publish the content as per the defined date and time by the authorised user
- vii. The framework shall also allow the authorised user to set in the expiration date and time for the content
- viii. Selected bidder shall implement the Content Management Workflow such that:
 - a) It may be over-ridden in case of an urgent requirement. However, the audit log for the same shall be maintained in the system
 - b) It may be customized/ modified as per the requirements of SAI. Selected bidder shall be responsible for customization/ modification of the workflow

Content Aggregation

- I. Selected bidder shall integrate, curate and augment the content from various digital channels like blogs as directed by SAI
- II. Selected bidder shall leverage the capabilities of mobile app platform to curate content from Social Media channels. However, the owner of the content should be duly acknowledged.
- III. The content from various digital platforms/ channels may include text, photographs, videos etc.
- IV. Selected bidder shall be responsible for editing and optimization of the content curated from various sources to meet the requirement of Fit India mobile app and website.
- V. Selected bidder shall design and develop a workflow for approval to publish the curated content over mobile app and website as per the requirement of selected bidder.
- VI. Selected bidder shall be responsible for leveraging the mobile app platform and website for presentation of the content augmented through various channels

MIS Reports

The following is an indicative list of MIS reports to be submitted by the selected bidder post go live. The selected bidder shall also draw an exhaustive list of reports along with SAI. Selected bidder shall submit the reports on a regular basis in a mutually decided format and frequency. Selected bidder shall submit 1 hard copy and 1 soft copy of each of the reports. Indicative list if provided below:

- i. Slice and dice feature to enable SAI in seeking various reports
- ii. Log of preventive / break-fix maintenance undertaken.
- iii. Consolidated SLA / non-conformance report
- iv. Asset database report and Asset Audit report
- v. Summary of incidents reported like Application down, Components down, overall downtime, etc.
- vi. Feedback report from users for the services rendered.
- vii. Bug / defect resolution reports including the analysis of bugs / defects resolved, pending, completion time, responsiveness, concern areas, etc.
- viii. Change Request Logs with their resolution status
- ix. Incident Reporting (as and when it occurs)
 - Peaking of resource utilization on any component. Data to be provided by NIC
 - Bottlenecks observed in the system and the possible solutions and workarounds
- x. Security Incident Reporting (as and when it occurs)
 - Detection of security vulnerability detection with the available solutions / workarounds for fixing. Data will be produced by NIC
- xi. Hacker attacks, Virus attacks, unauthorized access, security threats, etc. with root cause analysis and plan to fix the problems. Data will be shared by NIC cloud team

ANNEXURE 'VII' | PRICE BID FORMAT

The format for uploading the price bid will be uploaded in the CPP Portal.

SI. No.	Components	Quote (Excl. of Tax) in INR (1)	Applicable Tax (GST) % (2)	Quote (Incl. of Tax) in INR (= (1)+[(1)*(2)%])
ı	Design/ Development Fees- Lumpsum Fee for Phase I, II, III			A1
11	Lumpsum fee for website augmentation and maintenance			A2
		X		

III	Resource(per month) for augmentation and maintenance. (T+6 to T+24 months)	No. of resources	Quote* (Excl. of Tax) <u>per</u> <u>resource</u> in INR (1)	Applicable Tax (GST) % (2)	Total Quote (Incl. of Tax) in INR (= no of resources * [(1)+[(1)*(2)%])
Α	Project Manager	1			Α
	Development Team				
B1	Sr. Developer los/ Android/Website	2			B1
В2	Developer los/ Android/Website	2			B2
В3	Database administrator	1			В3
С	UI/UX designer	1			С
D	QA tester	1			D
E	Business Analyst	1			Е
		Y			

Financial bid summary	Quote in INR Rs		
Sub Total 1	X		
Sub Total 2	Υ		
Total Z	X+Y		

^{*}Quote for resources shall be inclusive of service charges and incidental charges.