

Reference No:

# Request For Proposal (RFP): Development of Integrated Website and Mobile Application for Sports Authority of Jharkhand (SAJHA)

Sports Authority of Jharkhand (SAJHA) Birsa Munda Football Stadium, Morabadi, Ranchi - 834 008

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# Notice For Request for Proposal

#### Sports Authority of Jharkhand (SAJHA) Birsa Munda Football Stadium, Morabadi, Ranchi - 834 008

#### **RFP No:**

## Date: 22/02/2023

Sports Authority of Jharkhand invites sealed Bids under two bid-bases, i.e., Technical Bid and Financial Bid from reputed Agencies for "Development of Integrated Website and Mobile Application for Sports Authority of Jharkhand (SAJHA)".

Description of work	Location	Bid Document Cost (Non-Refundable)	Earnest Money Deposit (Rs.) (Refundable)	Period of Contract
"Selection of Agency for the Development of Integrated Website and Mobile Application for Sports Authority of Jharkhand (SAJHA)"	Sports Authority of Jharkhand, First floor, Gate No28/29, Birsa Munda Football Stadium, Morabadi, Ranchi.	₹25,000/- [Rupees Twenty Five Thousand Only] BOQ cost in the form of Demand Draft in favour of "Sports Authority of Jharkhand, Morabadi" Payable at Ranchi.	₹5,00,000/- (Rupees Five Lakh Only) EMD in the form of Demand Draft in favour of Sports Authority of Jharkhand, Morabadi Payable at Ranchi.	3 Years from LOA, Subject to extension

1. Time Schedule of Tender

Sl.No	Particulars	Date
1	Name of RFP	Request For Proposal (RFP): Development of Integrated Website and Mobile Application for Sports Authority of Jharkhand (SAJHA)
2	Type of RFP	Open Tender
3	Last date for sending queries to SAJHA Office	Date: 13.03.2024 , Time: 11:00 AM Queries may be sent by email to : <u>sajha9@gmail.com</u>
4	Pre - bid meeting	Date: 01.03.2024 , Time: 04:00 PM Link will be provided on the website.
5	Bid Due Date	Date: 13.03.2024 , Time: 11:00 AM
6	Opening of Technical Bid	Date: 13.03.2024 , Time: 04:00 PM
7	Opening of Financial Bid	After Technical Bid evaluation.
8	Earnest Money Deposit (EMD)	BID SECURITY DECLARATION as per the above table in prescribed format (Given in RFP), duly filled by the bidder to be submitted along with bid document.

- 1. Tender documents can be downloaded from the SAJHA Website (www.sajha.in) from 22.02.2024 10:00 AM onwards.
- 2. The interested bidders should submit their bids in SAJHA office by Hand/Registered Post/ Speed Post before the prescribed time. Details regarding the tender can be accessed through the RFP document as uploaded on the website.
- 3. Sports Authority of Jharkhand (SAJHA) reserves the right to cancel the bid at any time or amend/ withdraw any ion the terms and conditions in the RFP Document without assigning any reason thereof.

# 1. Introduction

# About Sports Authority of Jharkhand

Sports Authority of Jharkhand, (A Unit of Jharkhand Government) was incorporated on 07.06.2006 by Department of Sports to promote Sports in the State of Jharkhand. SAJHA has played a greater role for development of sports in Jharkhand State. This is important that the SAJHA is supported by the government in the form of share capital and grants. The main objective of the SAJHA is:

- A. To promote and develop the sports activities and to prepare the concerned policies in the light of sports policy of Jharkhand Government, and to implement them in Jharkhand for the sake of improving sports level.
- B. To instill a sense of health consciousness and physical well being in the minds of public and to provide opportunities to and create awareness among all the age group to attain physical fitness through sports, yoga, and other such techniques.
- C. To give advice to the State Government for the growth of sports and thereby implement them with the help of state government.
- D. To implement the policies proposed by Jharkhand Government. Government of India, or other such organisation for the development of sports with the passage of time.
- E. To prepare proposal for providing sports facilities and structure, land sports field, and accommodation for the players, coach, and authorities and to develop, build up, procure, and take under the its purview, manage, conserve and make the optimal use of the aforesaid entities.
- F. To organise competition, sports exhibition, training camps and other such sports activities that encourage sports, sportsperson and physical well-being and also make them easily accessible to public on single point responsibility basis or with the help of other organisations.
- G. Inception of sports organisation, management of new as well as existing organisation and to give direction for accomplishment of objectives.
- H. To establish coordination and cooperation with the Indian Olympic association, national sports association and other such organisation on the state and district basis for the development of sports and betterment of sportsperson.
- I. To encourage, promote and conduct research for the sports, techniques of sports, physiotherapy, biochemistry, psychology, sports diet, and manufacturing of equipment for sports.
- J. To provide training and the required facilities for physical education, sports punch, sports medicine and other such techniques which are a part of sports and physical education.

# 2. Terms & Conditions

#### a. Due Diligence

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications and other information in this Tender Document. The bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. Sports Authority of Jharkhand (SAJHA) shall at its sole discretion be entitled to determine the adequacy/ sufficiency of the information provided by the Bidder.

# b. Cost of Bidding

The Bidder will bear all costs associated with the preparation and submission of its bid and Sports Authority of Jharkhand (SAJHA) will in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

# c. Bid Submission

Separate Sealed envelope offers prepared in accordance with the procedure enumerated in the RFP document should be submitted to Executive Director, Sports Authority of Jharkhand, Birsa Munda football stadium Morabadi, Ranchi not later than the date and time laid down, at the address given in the schedule for invitation for BID.

- All bids must be accompanied by a non-refundable Bid fee/Tender Cost INR Rs. 25,000/-(Rupees Twenty Five Thousand Only) in form of Bank Draft and Earnest Money Deposit (EMD) of INR 5,00,000 /- (Rupees Five Lakhs Only) in the form of Demand Draft valid for period of 3 months.
- The tenders will be opened on the date and time indicated in the presence of Bidders if any present on the occasion. If the date of opening is declared to be a holiday the tenders will be opened on the next working day or as decided by authority.
- This tender document is not transferable.

### d. DELIVERY PERIOD

- a. Supply of all the hardware and software in the Tender shall be completed within 60 days of the date of the Award of Word-Order for this tender.
- b. Installation & Training to be completed within 90 Days of the date of the Award of Word-Order for this tender.
- c. Place of Supply & Installation: DIRECTORATE OF SPORTS AND YOUTH AFFAIRS CUM SPORTS AUTHORITY OF JHARKHAND, RANCHI, JHARKHAND.

# 3. KEY DEFINITIONS:

In this document, unless otherwise mentioned or expressed clearly, the terms 'Competent Authority', 'Tenderer', 'Bidder', 'Committee' and 'Supply of Equipment's' would have meanings as given below:

- a. Competent Authority: Sports Authority of Jharkhand acting through:
  1. Executive Director, Sports Authority of Jharkhand
- b. **Bidder**: The Firm/Company who buys the tender document, signs, and submits the Tender document and bids for the contract and/or awarded the Contract to implement Tender for "Development of Integrated Website and Mobile Application for Sports Authority of Jharkhand (SAJHA)", as the reference may indicate; it shall also include associates, license, collaborator, and agents.
- c. **Supply**: Supply of all the components of "Development of Integrated Website and Mobile Application for Sports Authority of Jharkhand (SAJHA)" with accessories as per the Technical Specifications specified in this document, for use in **Sports Authority of Jharkhand**
- d. Installation: Installation of all the components in the scope of this tender.
- e. **Warranty:** Warranty of all components of "Development of Integrated Website and Mobile Application for Sports Authority of Jharkhand (SAJHA)" with accessories supplied, conditions and period of which are mentioned in the detail technical specification of items. The period is specifically mentioned which would be deemed to be for one year from the date of installation of the item by the Tenderer at the desired places in the areas of **Sports Authority of Jharkhand**.
- f. **Maintenance:** Maintenance of the components of "Development of Integrated Website and Mobile Application for Sports Authority of Jharkhand (SAJHA)" with accessories supplied by the Vendor/Tenderer will be for the period of Three Years, from the date of installation, in which the employees of the Tenderer will be engaged for the maintenance/repair of the supplied items.
- g. **Purchaser:** Purchaser means **Sports Authority of Jharkhand** acting through Executive Director, Sports Authority of Jharkhand.

h. **Vendor:** Tenderer who has been declared the successful tenderer (bidder) and has been offered to enter into the agreement with the purchaser and who has entered into the agreement to execute the work/provide goods and services within the scope of this tender.

# 4. Instruction to Bidders

## Detailed instruction & documents to be furnished for bidding

- a) Interested bidders can download the bid documents from the website www.sajha.in
- b) The bidders are required to submit the hardcopy (seal and signed) of the technical bid documents latest by the last date and time of submission of bids. Sports Authority of Jharkhand will accept the hard copy of bid documents as authentic and final. This shall be binding to all parties.
- c) Bids will be opened as per time schedule mentioned.
- d) Bidders have to submit original Demand Draft towards Tender Fee & Bids Security/EMD as mentioned in the RFP during the period & time as mentioned in the RFP failing which bid will not be accepted.
- e) Provided documents of successful bidder will be verified with the original before signing the agreement. The successful bidder has to provide the originals to the concerned authority.
- f) Sports Authority of Jharkhand will not be responsible for delay in submission of bids due to any reason, what so ever.
- g) All required information for bid must be filled and submitted.

# **Submission of Proposals**

The Agency shall be required to submit a Technical & Financial Bid in separate sealed envelopes put in a bigger sealed envelopes super scribed as "RFP for " –Development of Integrated Website and Mobile Application for Sports Authority of Jharkhand (SAJHA)"

Bids should be submitted in hard copy to be delivered by Courier/Registered Post/Speed Post/ Hand delivery at Sports Authority of Jharkhand office up to 13.03.2024, 11:00 AM on the Proposal Due Date as indicated. The documents accompanying the Proposal(s) submission shall include:

## A. "Technical Proposal", consisting of the following: (Envelope-1)

- a. Technical Bid Letter in the prescribed format at **Annexure I**;
- b. Self-declaration in the prescribed format at Annexure -2 for not being block listed
- c. Power of Attorney for signing of Proposal in the prescribed format at **Annexure 3**;
- d. In case of a company, copy of the Certificate of Incorporation, Copy of Memorandum and Articles of Association of the Bidder.
- e. In case of a Limited Liability Partnership firm, it should furnish copy of registration certificate as a proof of identity.
- f. In case of a registered partnership firm, it should furnish a copy of the IT returns/ copy of the registration certificate under the registrar of firms .

# B. "Financial Proposal:- (Envelope-2)

a. The Financial Proposal in the prescribed format at **Annexure – 4**, on the letter head of the Bidder and signed by the authorised signatory.

The Financial Proposal should specify the amount of service fee (the "Service Fee" inclusive of all applicable taxes of work required by the Agency for undertaking the Services. The Financial Proposal clearly indicating the total Service Fee of work in both figures and words, and signed by the Agency's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.

Bidders may note that Sports Authority of Jharkhand will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders should have to be unconditional and unqualified and the Bidders would be deemed to have

accepted the terms and conditions of the RFP. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

Executive Director, Sports Authority of Jharkhand reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bidding Documents.

# Format and Signing of Proposal

Bidders would provide all the information as per this RFP in the specified format(s). Executive Director, Sports Authority of Jharkhand would evaluate only those Proposals that are received in the required format and complete in all respects. Incomplete and/or conditional Proposals shall be liable to rejection.

All the documents of the Proposal under this RFP shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The person signing the Proposal shall initial all the alterations, omissions, additions, or any other amendments made to the Proposal.

# Number of Proposals

A bidder can submit one proposal at a time. Bidder submitting more than one proposal shall be rejected

# Language of Bid

All proposals and various documents related to these proposals should be in English language. All correspondence between Sports Authority of Jharkhand and the Bidders would also be in English Language. Supporting Documents and Printed Literature furnished by the Bidders may be in another Language provided they are accompanied by an accurate translation in English Language.

# **Conflict of Interest**

Sports Authority of Jharkhand (SAJHA) requires that bidder must provide professional, objective and impartial advice and at all times hold Sports authority of Jharkhand (SAJHA) interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work. In case the Bidders have any subsisting interest, either by themselves or through their partners, that is likely to conflict the work specified in the Scope of Work, they shall declare such interests as part of their proposal.

# Validity of Proposals (RFP)

- The bid shall be valid for a period of 180 days from the closing date for submission of the bid.
- In exceptional circumstances, prior to the expiration of the RFP (Tender) validity, the RFP inviting authority may request the bidders to extend the RFP validity for further period as deemed fit/appropriate. The request and the responses there to shall be made in writing. A bidder may refuse the request without forfeiting its EMD. A bidder agreeing to the request will not be required or permitted to modify its RFP.

# Right to accept Proposal

Sports Authority of Jharkhand reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for such decision.

# **Bid Opening**

Sports Authority of Jharkhand will open all proposals, in the presence of bidders or their authorised representatives who choose to attend, at the date and time mentioned in the RFP.

The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date being declared a holiday, the RFPs shall be opened at the appointed time and location on the next working day.

# Fraud & Corruption

Sports Authority of Jharkhand requires that bidder is bidding for this RFP must observe the highest standards of ethics during the performance and execution of such contract.

- ✓ "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of Sports Authority of Jharkhand official by any personnel of bidder in procurement process or in contract execution.
- ✓ "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to the detriment of Sports Authority of Jharkhand and includes collusive practices among the bidders (prior to or after Proposal submission) designed to establish bids at artificially high or non-competitive levels and to deprive the Sports Authority of Jharkhand of the benefits of free and open competition;
- ✓ "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was given by the Sports Authority of Jharkhand.
- ✓ "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- ✓ Sports Authority of Jharkhand will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt, fraudulent, unfair trade practices or coercive practices.
- ✓ Sports Authority of Jharkhand will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent, unfair trade and coercive practices in competing for, or in executing, the contract.

# Amendments

At any time prior to deadline for submission of proposal, Sports Authority of Jharkhand may for any reason, modify the RFP. The prospective bidders having received the RFP shall be notified of the amendments through e-mail/website and such amendments shall be binding on them.

# Clarifications

During evaluation of the Proposals, Sports Authority of Jharkhand may, at its discretion, ask the bidder for clarifications on their proposal.

# **Rejection of Bid**

Executive Director, Sports Authority of Jharkhand reserves the right to reject any and all proposals, in whole or in part, to waive any and all informalities, and to disregard all non-confirming, non-responsive or conditional proposals. In the event any or all proposals are rejected, in whole or in part, thereafter Sports Authority of Jharkhand in its sole discretion may initiate a new RFP process including all or part of the components of this Request for Proposals.

# Authentication of Bid

The original and all copies of the bid document shall be type written in indelible ink and shall be signed by a person or persons duly authorised to bind the bidder to the contract. A duly stamped Power-of-Attorney accompanying the bid document shall support the letter of authorisation. The person or persons signing the bid document shall initial all pages of the Bid document, including pages where entries or amendments have been made. All the pages of the proposal should be serially numbered. All parts of the bid shall be properly spiral bind together. There shall be no loose sheets. Documents submitted in clip file shall be rejected.

#### Acknowledgement by the Bidder

It shall be deemed that by submitting the Proposal, the bidder has:

- $\checkmark$  Made a complete and careful examination of the RFP.
- ✓ Received all relevant information requested from Sports Authority of Jharkhand.
- ✓ Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of Sports Authority of Jharkhand or relating to any of the matters Stated in the RFP Document.
- ✓ Acknowledged that it does not have a conflict of Interest; and
- $\checkmark$  Agreed to be bound by the undertaking provided by it under and in terms hereof.

Sports Authority of Jharkhand shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given.

### Earnest Money Deposit (EMD)

- a) The bidder is required to submit Earnest money (EMD) of Rs.- 5,00,000/-.(Rupees Five Lakh Only) The EMD should be in the form of Demand Draft in favour of Sports Authority of Jharkhand, Payable at Ranchi.
- b) The MSME'S will be exempted from submission of the EMD's as per the Jharkhand Procurement policy. The MSME's must have to submit Certificate of Registrations as a MSME's
- c) The Tender Found without EMD as above shall be summarily rejected.

## Forfeited of EMD

EMD submitted by the vendor may be forfeited under the following conditions. If the bid or its submission is not in conformity with the instruction mentioned herein;

- $\checkmark$  If the vendor withdraws the tender before the expiry of the validity period
- $\checkmark$  If the vendor violates any of the provisions of the terms and conditions of the tender
- ✓ In the case of a successful vendor fails to (a) accept award of work, (b) sign the contract agreement with Sports Authority of Jharkhand, after acceptance of communication on placement of award, (c) furnish performance security, or the vendor violates any of such important conditions of this tender document or indulges in any such activities as would jeopardise the interest of Sports Authority of Jharkhand in timely finalisation of this tender. The decision of Sports Authority of Jharkhand regarding forfeited of bid security shall be final and shall not be called upon question under any circumstances. A default in such a case may involve black-listing of the vendor by Sports Authority of Jharkhand.

#### **Extension of Period of Validity**

In exceptional circumstances, Sports Authority of Jharkhand may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the EMD. A Bidder granting the request will not be permitted to modify its bid.

#### Validation of Interlineations in Bid

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

# Announcement of Bids

The name of Bidder, bid prices, total amount of each Bid, EMD, discount, etc. shall be announced at the Commercial Bid opening.

## **Clarification of Bids**

To assist in the evaluation, comparison and an examination of bids, Sports Authority of Jharkhand may, at its sole discretion, ask the Bidder for a clarification of its bid including breakdown of unit rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, Sports Authority of Jharkhand reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

### Completeness of Bids

Sports Authority of Jharkhand will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid Documents are substantially responsive to the requirements of the RFP Rectification of Errors

#### Arithmetical errors will be rectified on the following basis: -

- ✓ If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
  - If there is a discrepancy between the rates in words and figures, the rate in words will govern.
- ✓ If the supplier does not accept the correction of errors, his bid will be rejected & EMD may be forfeited.

### Notification to Bidder

The Bidder whose Bid has been accepted shall be notified of the award prior to the expiration of the period of validity of the proposal, by registered letter or by fax. This letter (hereinafter the "Letter of Acceptance") shall state the sum that Sports Authority of Jharkhand shall pay the Bidder in consideration of the execution, completion and maintenance of the work as prescribed by the Contract (hereinafter the "Contract Cost") in accordance with Payment Terms. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within Ten (10) days from the receipt of the Letter of Acceptance.

#### Signing of Agreement

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and Sports Authority of Jharkhand Jharkhand shall promptly and in no event later than 7 working days from the date of acknowledgement of the Letter of Acceptance, sign the Contract. This shall be subject to the furnishing of the Performance Guarantee. Sports Authority of Jharkhand shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract. The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

#### Expenses for the Contract

All incidental expenses of the execution of the Contract shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the Sports Authority of Jharkhand.

#### Failure to abide by the Contract

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of Sports Authority of Jharkhand with such penalties as specified in the Bid Document and the Contract.

#### Period for Furnishing Performance Guarantee

Within seven (7) working days of the receipt of the acknowledgment of the Letter of Acceptance from Sports Authority of Jharkhand, the successful bidder shall furnish a Performance Guarantee for an amount equivalent to 5% of the Contract Cost in accordance with the conditions of the Contract, in the form of a Bank Guarantee from a scheduled bank (except cooperative bank) payable at Ranchi, Jharkhand. The EMD submitted earlier by the successful Bidder may be adjusted against the Performance Guarantee and such Performance Guarantee shall be retained by the Sports Authority of Jharkhand till the end of the Term as defined in the Contract.

### Annulment of Award

Failure of the successful Bidder to comply with terms and conditions set out in the Tender Document shall constitute sufficient ground for the annulment of the award of Contract and forfeiture of the EMD, in which event Sports Authority of Jharkhand may make the award to the next lowest evaluated Bidder or call for new bids.

### Disqualifications

Sports Authority of Jharkhand may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

- ✓ Submitted the Proposal documents after the response deadline
- ✓ Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements
- ✓ Submitted a proposal that is not accompanied by required documentation or is non-responsive
- $\checkmark$  Failed to provide clarifications related thereto, when sought
- ✓ Submitted more than one Proposal Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted
- ✓ Submitted a proposal with price adjustment/variation provision.

### Delays in the performance

Performance or the Contract shall be made by the Bidder in accordance with the time schedule specified by the Sports Authority of Jharkhand as indicated in tender document. An unexcused delay by the Bidder in the performance of its contract obligations shall render the Bidder liable to any or all of the following sanctions:

i) Enforce the penalty as mentioned in the RFP.ii)Forfeiture of its performance securityiii)Termination of the Contract for default.

As soon as practicable, after receipt of the Bidder's notice, the Sports Authority of Jharkhand shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

#### Force Majeure

For purposes of this clause, "Force Majeure" means an event beyond the control of the Provider and not involving the Provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a force Majeure situation arises, the Provider shall promptly notify the Tendering Authority in writing of such conditions and the cause thereof. Unless otherwise directed by the Tendering Authority in writing, the Provider shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

#### **Resolution of Disputes**

The matter regarding any dispute shall first be sorted out at the level of Executive Director, Sports Authority of Jharkhand. If the dispute persists to remain unresolved then it will be entertained, heard & finalised as per the provisions of "The Arbitration and Conciliation Act, 1996". The arbitrator will be the Principal Secretary/Secretary of Department of Tourism, Art culture sports and youth affairs department, Government of Jharkhand. The venue of arbitration shall be Ranchi, India.

# Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Ranchi courts only.

## Taxes and Duties

The rates quoted shall be in Indian Rupees and shall be inclusive of all taxes, duties as applicable up to the completion of job. Any increase in the rates will not be allowed.

## **Binding Clause**

All decisions taken by The Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all concerned parties.

- $\checkmark$  The Decision regarding acceptance of tender by the tendering authority will be full and final.
- ✓ Conditional tenders shall be summarily rejected.
- ✓ The tendering authority is free to phase out the work if it feels it is necessary.

### Project Period Extension

With an endeavour to promote Sports in Jharkhand, Sports Authority of Jharkhand (SAJHA) intends to issue this Request for Proposals (RFP) to select a agency (for a period of three years) for "*Development of Integrated Website and Mobile Application for Sports Authority of Jharkhand (SAJHA)*". Period may be extended on yearly based on satisfactory performance and mutually agreed terms and conditions.

# 5. ELIGIBILITY CRITERIA FOR BIDDER / CONSORTIUM

- a. ISP License in the Area is Mandatory. The **Bidder / any Member in case of Consortium** must produce either of the following documents:
  - 2. Cat B (Bihar-Jharkhand Circle) ISP License from Department of Telecommunications, **OR**
  - 3. Cat A (Pan India) ISP License from Department of Telecommunications
  - 4. Consortium allowed for two parties Prime bidder should have ISP license.
- b. **Bidder** must be an Indian Company, in case of Consortium, all members in the **Consortium** must be Indian Companies.
- c. **MSMEs** shall be given relaxation on EMD & Security Deposits provided the MSMEs must have Telecommunications /Software Development as their NIC Code on or before the date of Publishing of this tender.
- d. Experience criteria Bidder / any party of consortium should have order worth more than 1 crore in field of IT / Telecom / Software based product for central Govt / State PSU in last two financial years.
- e. ISP Undertaking for maintenance of the Internet Leased Line for 3 years.
- f. Bidder / at least one party of consortium should be operational for the last 5 years.
- g. Bidder / any of the parties of consortium should not be blacklisted.
- h. Hard Copies of the requested Documents must reach the **DIRECTORATE OF SPORTS AND YOUTH AFFAIRS CUM SPORTS AUTHORITY OF JHARKHAND**, Ranchi, Jharkhand before the Tender End Date as listed in the Schedule.
- i. Turnover Last three financial average Turnover of at least one of the consortium parties should be more than 15 cr.
- j. ISP must own IPv4 addresses.
- k. ISP should be working in Bihar-Jharkhand Telecom Circle.
- I. Agency / at least one member of the Consortium must have CMMI Level 3 or above (SVC or DEV), ISO 27001 & ISO 9001.

# 6. Scope of Work:

The selected vendor will be responsible for the design, development, testing, deployment, and maintenance of the integrated website and mobile application. The platform should include but not limited to the following functionalities:

The system will be centrally monitored by Sports Authority of Jharkhand, Ranchi, Jharkhand

Thus, the Sports Authority of Jharkhand proposes the following objectives to be fulfilled:

- Assign each Sportsperson, Coach, Stadium and other assets their unique identifiers.
- Monitor the performance of sportspersons in various events.
- Track real-time progress of the Sportspersons.
- MIS / Reporting of various parameters.
- End-to-end operation, maintenance & management of the System for 3 years.

Further details are as follows:

#### 6.1. Athlete Management:

- Registration and profile management for athletes
- Storage and retrieval of athlete details, including performance metrics
- Integration with other modules for performance monitoring and assessment

### 6.2. Sports Science Reporting:

- Capability to upload and access sports science test reports
- Data visualisation tools for analysis and interpretation

### 6.3. Playfield Booking:

- Real-time availability status of playfields
- Online booking system with payment integration
- User-friendly interface for administrators to manage bookings

## 6.4. Playfield Information:

- Comprehensive database of all playfields in Jharkhand
- Details including location, facilities, availability, and booking procedures

#### 6.5. Scheme Management:

- Centralised repository of schemes offered by SAJHA
- Information dissemination and application submission through the platform

#### 6.6. Event Management:

- Calendar of sports events across Jharkhand
- Registration, scheduling, and result publication features

#### 6.7. Scholarship Distribution:

- Management of scholarship programs for athletes
- Application submission, evaluation, and award processes

#### 6.8. Performance Monitoring and Assessment:

- Tools for coaches and administrators to monitor athlete performance
- Reporting and analysis features for performance assessment

#### 6.9. Notifications:

- System for sending notices, announcements, and alerts to users
- Customisable notification settings for users

#### 6.10. Career Opportunities:

- Job listings and recruitment notifications within SAJHA and affiliated organisations

Additionally, the successful Bidder(s) will provide the following services:

- Supply of Hardware Items in the BOQ with accessories.
- After Sales service during warranty period for two years.
- Installation of Servers, Core Routers, Commissioning of Internet Leased Line, Software Systems, Testing of System
- Training

#### MATERIAL SPECIFICATIONS:

### a. 100 mbps INTERNET LEASED LINE

Dedicated, Unshared and Uncompressed Bandwidth delivered at **DIRECTORATE OF SPORTS AND YOUTH AFFAIRS CUM SPORTS AUTHORITY OF JHARKHAND** Server Room. The following conditions must be met:

SI. No.	Description	Minimum Requirements	Compliance (Y/N)
1.	Speed / Bandwidth	100 mbps uplink & 100 mbps downlink	
2.	IP Addresses	Public IP (IPv4)	
3.	IP Ownership	Bidder must own the IPs in their name	
4.	Uptime Monitoring	Software with Access to Corporation	
5.	Logging	NAT Logs and IPDR Logs as per DoT	
6.	Architecture	Ring Delivery with 2 Paths from PoP and Failover Auto- Switching	

#### b. Core Router

SI. No.	Description	Minimum Requirements	Compliance (Y/N)
1.	Device Registration	Must be uploaded in Trusted Telecom Portal	
2.	Interfaces	4x10G SFP+, 10x1G Ethernet Ports	
3.	Power	Dual hot-plug power supply (240VAC)	
4.	RAM	16 GB or above	
5.	Storage	Expandable storage up to 4 TB	
6.	BGP	BGP capable router	

# c. Firewall

Sl. No.	Description	Minimum Requirements	Compliance (Y/N)
1.	IPS Throughput	300 mbps or better	
2.	NGFW Throughput	200 mbps or better	
3.	Threat Protection Throughput	150 mbps or better	

# d. LAN Wire (with Conduit)

CAT6 LAN wire (Pure Copper) with installation in PVC Conduit. Crimping of wires and their installation is in the scope of the vendor.

# e. Server Room

Sl. No.	Components	Minimum Requirements	Compliance (Y/N)
1.	AC	2 x 1.5 Ton Inverter AC from Reputed Brand (LG/Samsung etc.)	
2.	Furniture	2 Tables of 5 feet x 3 feet for Workstations with Drawers on One Side & Chairs	
3.	Power Backup	5 kVA UPS with 150 AH x 4 Batteries	
4.	40U Rack	40Ux600mmx1000mm Indoor Rack with 4 PDU, FANS & 10 Shelves or bigger	

# f. Servers

SI. No.	Description	Minimum Requirements	Compliance (Y/N)
1.	CPU	Intel Xeon (08 core or more)	
2.	RAM	32 GB Memory or more	
3.	Storage	4TB of RAW STORAGE	
4.	RAID	RAID 10	
5.	POWER	220VAC Dual Power Supply (Hot Swap)	

# g. Workstation

Sl. No.	Description	Minimum Requirements	Compliance (Y/N)
1.	CPU	Intel i7 or better	
2.	RAM	16 GB DDR4 Memory or more	
3.	Storage	240GB SSD	
4.	GPU	2GB or better	

# h. Maintenance Staff

Sl. No.	Description	Minimum Requirements	Compliance (Y/N)
1.	System Admin	One System Admin employed for 3 years with replacement in case of attrition	
2.	Technical Staff	One Technical Staff employed for 3 years with replacement in case of attrition, all tools for network management like Fusion Splicer, Crimping Tools, Ladder etc. to be provided by the vendor.	

# i. CORE SYSTEM REQUIREMENTS

Sl. No.	Description	Minimum Requirements	Compliance (Y/N)
1.	Virtual Machine Creation	Unlimited Virtual Machines can be created without additional licensing requirements.	
2.	IPv4 Addresses	16 IPv4 addresses to be provided by the vendor. Additional IPv4 addresses can be purchased in blocks of 16 if required at the tender rates valid for 3 years.	
3.	Server Architecture	Fault tolerant setup with incremental backups.	

4.	Software Features	REFER Section 6	
5.	Software Platforms	<ul> <li>Web-browser</li> <li>Android App</li> <li>iOS App</li> </ul>	
6.	User types	Department Users & Public Users	
7.	SMS Login	10 Lakh Login SMS Pack	
8.	Database	SQL / No-SQL	
9.	Server Management	Windows Server based deployment	
10.	Codebase	Complete Codebase to be handed over to the Directorate (Declaration on Letterhead)	

# 7. Confidentiality and Copy-write

The agency is expected to meet the confidentiality, copy write and other privacy policy while using any content, photographs, videos etc. The agency should always keep department of Sports indemnified against any plagiarism charges.

# 8. PROPOSAL EVALUATION

The constituted Evaluation Committee shall evaluate the Technical and Financial proposals. The decisions of the Evaluation Committee in the evaluation of Technical and Financial bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.

SAJHA reserves the right to ask for any other supporting document or testimonial at any Point of time, during the evaluation of the Bid. The evaluation of the proposals will be carried out in two stages:

# A. Technical Bid Evaluation

- a. Technical evaluation of any those bids would be taken up which meet the criterion
- b. The evaluation will be an assessment of the technical bid based on the short-listing of the bids as above. Committee shall evaluate the same as per the technical evaluation criteria specified. During the technical evaluation the responses provided in technical proposal will be evaluated out of 100 marks. The bidder will have to score at least 70% marks to be declared as technically qualified. Any proposal achieving a Technical Score less than 70% will be treated as "Not Technically Qualifying the Requirements" and will not be considered for further evaluation of the financial proposals. Only the technically qualified bidders will be informed for opening of the financial bid.

# B. Financial Evaluation

The Commercial Bids will be opened, in the presence of Bidder's or their representatives who wish to attend the Commercial Bid opening on date and time to be communicated to all the technically qualified Bidders. Financial evaluation will be based on the Least Quote (L1) basis.

# 9. Technical Bid Evaluation Criteria

The RFP is open to all eligible bidders only as per the Technical criteria as stated above in point 5.

SI.	Particulars	Documentary Evidence	Maximum Marks
Α	Technical Bid Evaluation		
1	Sectoral & financial capabilities The Agency / At least one of the parties in Case of a Consortium should have an Average Annual Turnover of Rs. 15 crores during the last three financial year (2020-21, 2021-22 & 2022-23)	Profit & Loss A/c for the year: 2020-21, 2021-22 & 2022-23.ncy / At least one of the parties in Case of a um should have an Average Annual Turnover 5 crores during the last three financial yearProfit & Loss A/c for the year: 2020-21, 2021-22 & 2022-23.b.The details should be certified by the Statutory Auditor of the Company or	
2	Quality Certification a) CMMI Level 3 or above (SVC or DEV) – (4 Marks) b) ISO 27001 – (3 Marks) c) ISO 9001 certifications – (3 Marks)	Proof of Empanelment Letter & Certifications	10
3	<ul> <li>Working Experience</li> <li>The agency / At least one of the parties in Case of a Consortium must have at least five years of experience in Software, Website and Mobile App development operations and maintenance with dedicated expertise in the technology area(s) where the end user is Government/ PSU or leading Private organizations. Where the project order value is more than Rupees 1 Crore in similar industry and must have undertaken an assignment in Central/State Government, PSU or leading Private organizations.</li> <li>Each project will get 5 marks. A maximum of 4 projects can be submitted. And 5 marks for experience and project order value.</li> </ul>	<ul> <li>a. Copy of Work Order and Completion Certificates/ Phase Completion Certificate from the client, OR</li> <li>b. Copy of Work Order and Self Certificate of Completion certified by the Statutory Auditor or the Company Secretary, OR</li> <li>c. Copy of client certificate as documentary proof for the stated criteria and project status.</li> </ul>	25
4	<ul> <li>Delivery / Uptime Assurance</li> <li>The agency / At least one of the parties in Case of a Consortium must have: <ul> <li>a. ISP License for Datacentre Set-up.: 10 marks</li> <li>b. IPv4 Address in their name (for DNS): 5 marks</li> <li>c. Operational PoP in Jharkhand Telecom Circle: 5 marks</li> </ul> </li> </ul>	<ul> <li>a. ISP License Copy</li> <li>b. Proof of IP Allocation</li> <li>c. PoP declaration on a Self-Attested Letterhead of the Agency</li> <li>d. Declaration on Letterhead of ISP (agency / partner in Consortium) for maintenance of SAJHA Servers &amp; ILL for 3 years.</li> </ul>	20
В	Presentation Score		30
	<ul> <li><u>Technical Presentation</u> -Concept and Design Presentation (PPT's)</li> <li>Approach &amp; Methodology but not limited to the following: <ol> <li>Understanding of the work for SAJHA website and Mobile App development - 5marks</li> <li>Team Composition - 5 marks</li> <li>Innovative ideas and suggestions - 10 marks</li> <li>Detailed Project Plan and Road Map - 10 marks</li> </ol> </li> </ul>		

## Please note the following important points:

- The bidder will have to score at least 70% marks to be declared as technically qualified and will be eligible for opening of financial bid.
- SAJHA reserves the right to verify, if it so desires, the correctness of documentary evidence furnished by the bidder.
- Agency will require local office in Jharkhand.

# **10. EVALUATION OF FINANCIAL PROPOSALS**

- The Financial Bids of only the Technically Qualified Bidders shall be opened in the presence of the Bidder's representatives who choose to attend. Date and time will be intimated to the Qualified Bidders or as per RFP. The name of the Bidder, the technical scores and the proposed financial offer shall be read.
- For financial evaluation, the total Service Fee inclusive of GST shall be considered for the entire lifecycle of the project i.e. Three Years (as per BOQ).
- SAJHA will determine whether the Financial Bids are complete, incomplete, and unconditional. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any services shall not entitle the selected Agency to be compensated and the liability to fulfill its obligations as per the scope of services mentioned in this RFP. The lowest Financial Proposal (F<sub>M</sub>) will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows:

#### SF = 100 x FM/F (F = amount of Financial Proposal)

Combined and final evaluation - Quality and Cost Based Selection (QCBS)

Proposals will finally be ranked according to their **combined technical (ST) and financial (SF)** scores as follows:

# $S = S_T x TW + S_F x FW$

Where S is the combined score, and **TW = 0.7 and FW = 0.3** and are the weights assigned to the Technical Score and the Financial Score respectively.

### **Selection of Agency**

- The Bidders shall be ranked in descending order and the Bidder scoring the **Highest Combined Score (H1)** shall be ranked first for work. The Bidder scoring the highest combined score shall be declared as Selected Bidder.
- In the event that the first ranked Bidder withdraws its Proposal or is not selected for any reason in the first instance, SAJHA may invite the second ranked Bidder for negotiations.

# **11. GENERAL TERMS & CONDITIONS**

# TENDER PROCEDURE

- a. No bid will be considered, unless and until each page of the bid documents is duly signed in original by the authorised signatory. Prices should not be indicated in the Pre-qualification or Technical Bid. It will lead to rejection of bid. All the columns of the quotation form shall be duly, properly, and exhaustively filled in. The rates and units shall not be overwritten. Rates shall be both in figures and words. It is mandatory for all bidders to quote F.O.R. destination given in Annexure-A (prices inclusive of all taxes like GST, excise duty, freight, octroi, insurance, customs, and any other taxes whatsoever etc.). No change shall be entertained in duties after bid submission.
- b. Hard copies of all the Uploaded documents must be signed in original by authorised signatory and must reach the Office of **DIRECTORATE OF SPORTS AND YOUTH AFFAIRS CUM SPORTS AUTHORITY OF JHARKHAND**, RANCHI on or before the Tender Submission deadline.
- c. Bidders must prepare for Presentation before the tender committee with all the components in the software solution.

## STANDARD PERFORMANCE

The Tenderer shall carry out the supply order and carry out its obligations under the agreement with due diligence, efficiency, economy, and techniques. The Tenderer shall also adhere to professional, engineering and consulting standards recognised by international professional bodies and shall observe sound management, technical and engineering practices. The Tenderer shall apply appropriate advanced technology and safe and effective equipment, machinery, material, and methods. The Tenderer shall always act in respect of any matter relating to this agreement, as faithful advisors to the Competent Authority and shall always support and safeguard the legitimate interests of Competent Authority in any dealing with a third party.

#### ACCEPTANCE TESTING AND INSPECTION

On completion of Supply and Installation processes, the Competent Authority shall complete Inspection of the setup within 15 days of the said notification.

### **RIGHT TO VARY QUANTITIES**

- a. **DIRECTORATE OF SPORTS AND YOUTH AFFAIRS CUM SPORTS AUTHORITY OF JHARKHAND** acting through Competent Authority reserves the right to vary the quantity within the validity of the contract or at the time of placing the purchase / work / supply order and demand additional quantity within the 12 months of execution of agreement without any change in price or other items and conditions with commensurate increase or decrease in delivery period.
- b. The competent authority will be entitled to have protection of the price fall to be extended to it.

#### **CONSIDERATION – Price, Taxes etc. and Payment Terms:**

SI. No.	Payment	Terms
1	130% of the total value including taxeswill be released on the completion of Setup & Software Delivery	
2	40% of the total value including taxes	will be released after Satisfactory testing of the software
3	30% of the total value including taxes	will be released after each quarter in 12 installments (2.5% per quarter) over the period of 3 years upon proper upkeep, maintenance, and uptime of services as per SLA.

#### **PAYMENT MILESTONE**

#### PENALTY CLAUSE:

# If the supply of the material is not completed in the stipulated time as prescribed in this document:

- a. A penalty of 0.25% per week of the material cost shall be imposed. The penalty will be calculated as per the discretion of the corporation (competent authority). It shall be payable by the Vendor. The said amount shall be deducted from the total amount payable to the Vendor. Delivery period can be extended with late delivery penalty @ 0.25% per week maximum for 90 days on the request of Vendor / Supplier by the competent authority, while considering merits and demerits of the case.
- b. to purchase else-where, without notice to the Tenderer on Tenderer's account and at the Tenderer's risk, the items not delivered or others of a similar description (where offers exactly complying with the particulars are not in opinion of the competent authority readily procurable, such opinion being final) without canceling the contract in respect of the consignment not yet due for delivery, and /or.
- c. to cancel the contract or portion thereof and if so desired to purchase the items at the risk and cost of the Tenderer, and/or.

d. to forfeit the Earnest Money Deposit and/or Security Deposit to the extent of the loss incurred by the Government.

In the event of action being taken under (a), (b) and (c) above, the Tenderer shall be liable for any loss which the Corporation may sustain on that account, but the Tenderer shall not be entitled to any gain on purchase made against default.

- Failure to provide services (repair / replacement of Access Points) under warranty period, within 7 days of complaint will lead to imposition of penalty @ Rs. 100/- per day per device.
- The purchaser will have powers to impose penalty up to 5% of balance undelivered /partially delivered material, in cases of excessive late deliveries.

# ASSIGNMENT AND SUBCONTRACTING:

- 1. Tenderer shall not assign or transfer this contract or part thereof to any other person without written consent of the Competent Authority.
- 2. Tenderer shall not, without the written consent of Competent Authority, subcontract this contract or part thereof.
- 3. For the liabilities under this tender, the Tenderer will be considered solely liable for all the components of the tender.

# WARRANTY:

The Vendor shall provide a warranty of all the system for a period of Three (03) years for the entire system including accessories.

# SECURITY DEPOSIT:

- The successful Tenderer will be required to furnish a fresh Security Deposit equal to 5% of the Contract value in the shape of FDR / Bank guarantee issued by any Indian Nationalised/ commercial Bank at the time execution of agreement. After execution of agreement the EMD of fixed amount deposited with their bid will be released which submitted at the time of bidding.
- After furnishing the security deposit by successful tenderer, the EMD of fixed amount deposited with their bid of all other participating tenderers will be released.
- Security deposit will be returned to the vender/supplier after expiry of warranty period.

# **Relationship between the Parties**

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the 'SAJHA' and 'the Bidder'. The bidder subject to this contract has complete charge of personnel, performing the services under this project from time to time. The bidder shall be fully (jointly and severally) responsible for the services performed by them or on their behalf hereunder.

# Standards of Performance

The bidder shall perform the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The bidder shall always act in respect of any matter relating to this contract as faithful advisor to SAJHA.

The bidder shall always support and safeguard the legitimate interests of SAJHA, in any dealings with the third party. The bidder shall abide by all the provisions/ acts/ rules etc. of Information Technology prevalent in the country. The bidder shall conform to the standards laid down in RFP in totality.

# **Delivery and Documents**

The bidder shall submit all the deliverables on due date as per the delivery schedule. The bidder shall not without the SAJHA prior written consent disclose the any project related document to any person for "Web Based Application Software" other than an entity employed by Department of SAJHA for the performance of the contract.

## **Intellectual Property Rights**

No services covered under the contract shall be sold or disposed by the bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The bidder shall indemnify the SAJHA from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the bidder, SAJHA shall be defended in the defence of any proceedings which may be brought in that connection.

#### Assignment

The bidder shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without the SAJHA prior written consent.

#### Termination

Under this contract, SAJHA may, by written notice terminate the bidder in the following ways

- Termination for default for failing to perform obligations under the contract or in the event of nonadherence to time schedule.
- Termination for Convenience in whole or in part thereof, at any time. SAJHA reserves the right to elect:
- To have any portion completed at the work order and /or the Work Order terms and prices; and /or
- To cancel the remainder and pay to the agency an agreed amount for partially completed Services.
- Termination for Insolvency if the bidder becomes bankrupt or otherwise insolvent.

#### **Taxes and Duties**

The commercial proposal shall be inclusive of all taxes, duties and operational expenditures.

#### Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned.

#### **Limitations of Liabilities**

- Either party will accept liability without limit. For death or personal injury caused to the order party by its negligence or the negligence of its employees acting in the course of their employment;
- Any other liability which by law either party cannot exclude
- This does not in any way confer greater rights than what either party would otherwise have at law
- The contract does not contemplate any consequential, indirect, loss profit, claim for tort or similar damages of any form to be paid by the bidder to SAJHA or any other organizations
- Notwithstanding anything to the contrary contained in this contract, in no event will the bidder be liable to SAJHA, whether a claim be in tort, contract or otherwise; for any amount in excess of 100% of the total professional fees payable for the respective project provided that this limitation shall not apply to any obligation of bidder to indemnify to SAJHA with respect to intellectual property right infringement.

#### **Progress of the Project**

The bidder would be required to intimate the progress of the project to SAJHA in a frequency and manner prescribed by SAJHA in consultation with the bidder after the award of contract.

#### Miscellaneous

In the event the bidder's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with SAJHA, should be passed on the compliance by the new company new division in the negotiation for their transfer.

# **12. PERFORMA & ANNEXURE**

# Annexure - 1: Technical Bid Letter for Agency (In the case of Consortium, each of the parties must provide the letter on their respective letterheads.)

Dated:

The Executive Director, Sports Authority of Jharkhand Birsa Munda Football Stadium, Morabadi, Ranchi- 834008 Ranchi, Jharkhand

# Sub: Request for Proposal (RFP) for Development of Integrated Website and Mobile Application for Sports Authority of Jharkhand (SAJHA)

Dear Sir,

To,

- 1. With reference to your request of proposal document no.\_\_\_\_\_, Dated: /\_\_/\_\_, I/we, have examined the bid documents and understood the contents, hereby submit my/our proposal for the aforesaid project. The proposal is unconditional and unqualified.
- 2. All information provided in the proposal and appendices is true and correct.
- 3. This statement is made for the express purpose of qualifying as a bidder for undertaking the Project.
- 4. I/We shall make available to the tendering authority for any additional information it may find necessary or require supplementing or authenticate the bid.
- 5. I/We acknowledge the right of tendering authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 7. I/We declare that:
  - I/We have examined and have no reservations to the RFP Documents, including any addendum issued by the tending authority.
  - I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8. I/We declare that we are not a member of any other firm submitting a proposal for this project.
- 9. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our associates or against our MD or any of our directors.
- 12. In the event of my/ our being declared as successful, I/We agree to enter into an agreement/ Work Order in accordance with the draft that has been provided to in the RFP document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 13. The fee has been quoted by me/us after taking into consideration all the terms and conditions Stated in the RFP.
- 14. I/We undertake to provide Performance Security of 5% of the order value in case the contract is awarded to us.
- 15. I/We agree and understand that the Proposal is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the project is not awarded to me/us or our proposal is not opened.
- 16. I/We agree to keep this offer valid for 180 days from the proposal due date specified in the RFP.

17. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

(Authorized signatory) Date:

Name: Designation: Seal:

#### Annexure - 2 : Self Declaration

(In the case of Consortium, each of the parties must provide the letter on their respective letterheads.)

(Should not have been blacklisted)

(On the letterhead of the Bidder)

I / We agree that the decision of the Authority in relation to RFP for "Development of Integrated Website and Mobile Application for Sports Authority of Jharkhand (SAJHA)", addition or deletion will be final and binding to me / us. I / We confirm that we have not been blacklisted by Central or State Governments & PSUs.

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

**Annexure - 3 :** Format for Power of Attorney for Signing of Proposal (In the case of Consortium, the primary bidder must provide the letter on their respective letterheads.)

#### (On Stamp paper of Rs. 100 value)

Know all men by these presents, We, \_\_\_\_\_\_\_(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (Name), son/daughter/wife of \_\_\_\_\_ and \_\_\_\_\_ presently residing at \_\_\_\_\_, who is [presently employed with us and holding the position of \_\_\_], as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 Development of Integrated Website and Mobile Application for Sports Authority of Jharkhand (SAJHA), proposed by the **Sports Authority of Jharkhand**, Government of Jharkhand (the "**SAJHA**") including but not limited to signing and submission of all applications, proposals, bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to SAJHA , representing us in all matters before SAJHA , signing and execution of all contracts and undertakings consequent to acceptance of our Proposal, and generally dealing SAJHA in all matters in connection with or relating to or arising out of our Proposal and/or upon award thereof to us.

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

IN WITNESS WHEREOF WE,,	THE ABOVE NAMED PRINCIPAL	HAVE EXECUTED
THIS POWER OF ATTORNEY ON THIS_	DAY OF	, 20**.

Witnesses:

1. 2. For\_\_\_\_

(Signature) (Name, Title and Address)

Accepted
(Signature)
(Name, Title 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.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

[Notarised]

# **Annexure - 4: BILL OF QUANTITIES**

BOQ FOR Development of Integrated Website and Mobile Application for Sports Authority of Jharkhand (SAJHA)					
SI. No.	Description	Rate (with TAX)	Quantity	Amount (with TAX)	
1	Software Charges: Public Android		1		
2	Software Charges: Public iOS		1		
3	Software Charges: Admin Android		1		
4	Software Charges: Admin iOS		1		
5	Software Charges: Public Web		1		
6	Software Charges: Admin Web Dashboard		1		
7	Microsoft Server 2019 – DC		4		
8	Internet Leased Line - 2 Years		1		
9	Servers		4		
10	Workstation / AIO		2		
11	Power Back-up		1		
12	42U Rack		2		
13	MFP Printer		1		
14	Server Room Setup		1		
15	Dome Camera		4		
16	Core Router		1		
17	Core Switch		2		
18	Firewall		1		
19	Manpower – Admin (3 Years)		1		
20	Manpower – Technical Staff (3 Years)		1		
21	AMC (3 Years)		1		
22	Bullet Camera		4		
23	16 CH NVR		1		
24	PoE Switch		2		
25	LAN Wire (305m bundle)		2		
	TOTAL (with taxes	;)	!		