



**NATIONAL GAMES SECRETARIAT
GOVERNMENT OF KERALA**

Request for Proposal (RFP)
for the Development of
Official Games Information App and Virtual Torch App
for the
35th National Games

Tender No. 61/NGOC/2014-15

November 5, 2014

**National Games Secretariat,
Chandrasekharan Nair Stadium, Palayam,
Thiruvananthapuram, Kerala, India**

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Table of Contents

1. Background	6
2. Pre-Qualification Criteria for participation:	8
3. Disqualification	8
4. Scope of Work.....	9
5. Project Timelines and Liquidated Damages.....	10
6. Default and Risk Purchase.....	11
7. Payment Schedule.....	12
8. Pre-Bid Conference.....	13
9. Clarifications.....	13
10. Amendment to RFP Document.....	13
11. Bidder's responsibility.....	14
12. Bid Process	14
13. Document Fees	15
14. Earnest Money Deposit (EMD).....	15
15. Documents Comprising the Application.....	16
16. Preparation and Submission of Application	16
17. Bid Due Date.....	17
18. Late Bids	17
19. Cost of Bidding	18
20. Language of Bid.....	18
21. Currency of Bid.....	18
22. Bid Validity.....	18
23. Power of Attorney.....	18
24. Evaluation of Bids & Award Criteria	19
25. Clarification of Bids	20
26. Process to be Confidential.....	20
27. Interpretation of Clauses	21
28. NGS's right to accept any Bid and to reject any or all Bids	21
29. Contract Price	22
30. Performance Bank Guarantee	22
31. Ownership Rights of Deliverables	23
32. Disputes.....	24

33. Litigation	24
34. General Conditions	25
<i>Annexure 1 - Letter of RFP submission</i>	<i>27</i>
<i>Annexure 2 – Form 1 – General Details</i>	<i>29</i>
<i>Annexure 2 – Form 2 – Pre-Qualification Response Sheet</i>	<i>30</i>
<i>Annexure 2 - Form 3: Experience Details.....</i>	<i>32</i>
<i>Annexure 3 – Detailed Scope of Services.....</i>	<i>33</i>
<i>Annexure 4 - Format for Power of Attorney for Signing of Application</i>	<i>35</i>
<i>Annexure 5- Performance Bank Guarantee.....</i>	<i>36</i>
<i>Annexure 6 - 35th National Games- The Venues.....</i>	<i>39</i>
<i>Annexure 7 - Model Bank Guarantee Format for Furnishing EMD</i>	<i>41</i>
<i>Annexure 8 - Financial Bid Format.....</i>	<i>43</i>

Disclaimer

This **Request for Proposal (“RFP”)** for Selection of Service Provider for the **35th National Games** being held in the State of Kerala, is issued by the National Games Secretariat (“NGS”). National Games Secretariat is the Nodal Agency formed by the **Department of Sports & Youth Affairs, Government of Kerala (GoK)** for facilitating the conduct of the **35th National Games**. NGS is the institutional arm for Sports Infrastructure creation and conduct of the Games and has been registered as a society under Travancore – Cochin Literary Scientific and Charitable Societies Act – 1955 for the effective monitoring of all projects for Games.

This RFP is neither an agreement, nor an offer or invitation to perform work of any kind to any Party. The purpose of this RFP is to provide interested parties with information to assist them in the preparation of their Bid.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither NGS, nor any of its Officers or Employees, nor any of their Advisers nor Consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the Recipients or their Professional Advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the Party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of NGS prior to the last date of submission of the bid by prospective bidders. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Neither NGS nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any Party with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each Party must conduct its own

analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed Project, the regulatory regime which applies thereto and by and all matters pertinent to the Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the Project.

This RFP includes certain statements, estimates, projections, targets and forecasts with respect to the Project. Such statements estimates, projections, targets and forecasts reflect various assumptions made by the Management, Officers and Employees of NGS, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based & nothing in this RFP is, or shall be relief on as, a promise, representation or warranty.

RFP for the Selection of Mobile Application Development Agency for the 35th National Games

1. Background

- a. The National Games of India is the premier Multi Discipline Sporting Event held in the country, once in every two years. As the custodian of the National Games, the Indian Olympic Association (IOA) has allotted the 35th National Games to the State of Kerala in South India. The 35th National Games are being held in the State of Kerala from January 31, 2015 to February 14, 2015.
- b. The National Games Secretariat (the “NGS”) is the Nodal Agency of the State Government of Kerala, mandated with the responsibility of organizing the 35th National Games of India.
- c. The Games are to be held during a 15 day period in 30 Venues located across seven Districts of the State of Kerala. Competitions will be held in 31 Disciplines, which will attract the crème-de-la-crème of the Sports Fraternity of India to the State of Kerala to participate in this largest multi-sport Event of India.
- d. As part of the promotional activities of the Games, it is proposed to have the following 2 mobile applications:
 1. The Official Games Information App of the 35th National Games, which shall provide information about the Games, Venues etc, provide the Games Schedule and Live Results to users.
 2. Virtual Torch App
- e. Through this Request For Proposal (RFP) NGS invites Tenders from Service Providers to develop, implement and maintain the above apps. The tender document can be downloaded from the website <http://www.kerala2015.com>.

Key Address and Contact Details are as follows:

For all queries and clarifications on the RFP
Chief Commissioner & Principal Coordinator National Games Secretariat Chandrasekharan Nair Stadium, Palayam, Thiruvananthapuram-695033, Kerala, India Phone: +91 471 -2302287 Email: ngoc@kerala2015.com ; publicity@kerala2015.com Website: www.kerala2015.com

1.1 RFP Timelines, Document Fee and Earnest Money Deposit

Key Dates

No	Events	Details
1	Issue of RFP document	November 04, 2014
2	Last date for receipt of queries	November 10, 2014
3	Pre- Bid Conference	3.00 pm on November 11, 2014
4	Last date for Submission of proposal	5.00 pm on November 18,2014
5	Date and Time for Opening of Technical Proposal	5.30 pm on November18, 2014
6	Date and Time for Opening of Financial Proposal	Will be intimated later

Document Fee and Earnest Money Deposit

1	RFP Document Fee	Rs. 1,500+ VAT @ 5% (Rupees One Thousand Five Hundred + VAT @ 5%)
2	Earnest Money Deposit (EMD)	Rs. 10,000 (Rupees Ten Thousand only)
3	Performance Bank Guarantee (PBG)	10% of Contract Value

2. Pre-Qualification Criteria for participation:

- a. The bidder should have prior experience of at least 2 years in software development.
- b. The bidder must have at least one app on the Android App Store, which performs the following:
 - a. Notify users with a notification when push messages are received
 - b. Periodically checks online for updates and downloads them automatically
 - c. Uses SMS to send messages from inside the app
(It is not necessary that a single app performs all the above tasks)
- c. The company must have at least one app available on the Android App Store with at least 10,000 downloads.
- d. The Documentary proof of all the aforesaid Pre-Qualification requirements shall be submitted as part of Technical Package in the Pre-Qualification Response Sheet Annexure 2 – Form 2, failing which the bid is liable to be rejected.

3. Disqualification

- a. Even if a Bidder meets the above criteria, NGS may, at its discretion and at any stage during the selection process or execution of the Project, order disqualification of the Bidder if the Bidder has:
 - a) Made misleading or false representations in the forms, statements and attachments submitted; or
 - b) The Bidder has been blacklisted by any Government Agency after the Pre-Qualification Stage
 - c) Engaged in corrupt or fraudulent or collusion or coercive practices with regard to tender process mentioned in this RFP.

4. Scope of Work

The Selected Agency has to carry out the entire scope of development, testing, hosting and maintenance of the apps described in Annexure 3.

The following parameters about the project may also be noted:

a. Platform

The application has to be released and supported for Android 4.2 upwards

b. Security Audit

The Agency shall be responsible for conducting a Third Party Security Audit of the app through a CERT-In empanelled vendor.

c. Submission to App Store

The Agency will be responsible for guiding NGS in submitting the app to the Android app stores, and releasing and hosting the app in the app store.

d. Server Hosting

Any server-side components will have to be taken care of by the Agency.

e. Maintenance

The Agency will be responsible for maintaining the app, including creating and releasing bug fixes, patches and updates.

f. Source Code

The entire source code of the application shall be the property of National Games Secretariat. Upon completion of the project, the Agency shall handover the entire source code to NGS in a mutually agreed means.

5. Project Timelines and Liquidated Damages

a. Official Games Information App

The Selected Agency shall follow the below mentioned timelines

Sl No	Milestones	Timelines
1	Date of Work Order	T
2	Initial Demo and Release of Beta version for testing	T + 10 days
3	Final Demo of the Application, incorporating modifications identified during testing and any modifications suggested by NGOC; successful completion of Security Audit of the application	T + 30 days or January 5, 2015, whichever is earlier
4	Hosting of the Application on Google Play Store	T + 40 days or January 15, 2015, whichever is earlier
5	Maintenance of the Application till the Closing Day of the Games	Till Closing Day of the 35 th National Games
6	Submission of the final source code to NGS	T + 90 days

b. Virtual Torch App

c. The Selected Agency shall follow the below mentioned timelines

Sl No	Milestones	Timelines
1	Date of Work Order	T
2	Initial Demo and Release of Beta version for	T + 10 days

	testing	
3	Final Demo of the Application, incorporating modifications identified during testing and any modifications suggested by NGOC; successful completion of Security Audit of the application	T + 25 days
4	Hosting of the Application on Google Play Store	T + 30 days
5	Maintenance of the Application till the Closing Day of the Games	Till Closing Day of the 35 th National Games
6	Submission of the final source code to NGS	T + 90 days

- d. If the Selected Agency fails to execute the activities listed in the RFP within the above mentioned timelines or as explicitly modified in the Contract, due to reasons attributable to the Selected Agency, NGS at its discretion shall, without prejudice to its other remedies under the Contract, deduct from the Contract Value, as liquidated damages, a sum equivalent to two percent (2%) of the total contract price for each week of delay until actual delivery or performance, up to a maximum deduction of ten percent (10%). Once the maximum is reached, NGS may terminate the Contract without prior notice and/or appoint any other service provider for rendering services.

6. Default and Risk Purchase

- a. Should the Selected Agency fail to execute activities listed in Annexure 3 within the above mentioned timelines or as explicitly modified in the Contract, due to reasons attributable to the Selected Agency or should the Selected Agency in any manner otherwise fail to perform the contract or enters into liquidation either compulsory or voluntary, NGS shall have power, to declare the contract at an end at the risk and cost of the Selected Agency in the way, in such a case, the Selected Agency shall be liable for any liquidated damages for delay as provided above and for any expenses, losses, or damages which NGS may be put to incur or sustain, by reason

- of or in concession with the d Selected Agency's default.
- b. In the event of risk purchase being made against the contract, the Selected Agency will be liable to pay to NGS extra expenditure incurred in procuring the Services from a different service provider.
 - c. The cancellation of the contract may be either for whole or part of the contract at NGS's option(In the event of NGS terminates the contract in whole or in part, it may procure upon such terms and in such manner as it deems appropriate, services similar to those so terminated, if risk purchase is not rendered possible for any reason in which event the Selected Agency shall be liable to NGS for any excess cost for such similar services; provided that the Selected Agency shall continue the performance of the contract to the extent not terminated.

7. Payment Schedule

The total fee shall be paid in installments as per the following schedule for each app, after approval of the deliverables by NGS.

Sl No	Particulars	Percentage Payment
1	Upon successful Initial Demo	10%
2	Upon successful Final Demo	10%
3	Upon successful Security Audit	10%
4	Upon successful hosting of the Application the app store	30%
5	Upon successful completion of maintenance during Games	30%
6	Upon handover of source code, documentation, art work and graphics etc used for the Application to NGS	10%

8. Pre-Bid Conference

- a. NGS shall hold a Pre-Bid Conference at the date and time specified in Clause 1.1 of this RFP, to discuss the details related to the Project with the Applicants. The conference will be held at the NGS Conference Hall.
- b. Prior to the Pre-Bid Conference, the Applicants may submit a list of queries, comments, if any and submit the same to NGS before date and time specified in Clause 1.1 of this RFP.
- c. NGS, at its discretion, may respond to queries after the Pre-Bid Conference and such response(s) shall be posted on the NGS website as identified above.
- d. Attendance of the Applicants at the Pre-Bid conference is not mandatory.

9. Clarifications

Agencies requiring any clarification with regards to this RFP document may notify NGS in writing or by tele-fax at the mailing address indicated in Clause No.1. NGS will respond in writing to any request for clarification which is received prior to the Pre-Bid Conference. NGS may not respond to any request for clarification to queries on this Document, received later than the date of the Pre-Bid Conference.

10. Amendment to RFP Document

- a. At any time prior to the last date for the issuance of corrigendum as mentioned in this RFP, NGS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a Corrigendum/Corrigenda.
- b. The bidders are requested to send their queries as per the schedule mentioned in this RFP to make the Pre-Bid Conference more productive. Queries received after the set time limit may not be considered in the pre bid conference.
- c. The reply to the queries of Shortlisted Agencies would consolidate and if required, appropriate Corrigendum/ Corrigenda to this RFP document would be communicated to the Shortlisted Agencies.
- d. Such Corrigendum/Corrigenda, if issued, would form part of this RFP and Bidders would be advised to prepare their Proposal in accordance with such corrigendum/Corrigenda.

- e. Such Corrigenda, if any, shall be uploaded in the website 35thnationalgames.in and <http://etenders.kerala.gov.in>.

11. Bidder's responsibility

- a. The Bidder is solely responsible for the details of his Bid and the preparation of Bids.
- b. The Bidder is expected to examine carefully all the contents of RFP document, including instructions, conditions, forms, and terms etc and take them fully into account before submitting his offer. Bids, which do not satisfy all the requirements, as detailed in these documents, are liable to be rejected as being unresponsive.
- c. The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Authority will in no case be responsible and liable for these costs.

12. Bid Process

- a. The bid should be submitted before the last date and time specified in Clause 2 of this RFP.
- b. The Technical Package shall be opened at the date and time specified in Clause 2 of this RFP.
- c. Interested parties are invited to submit detailed Bids in accordance with the process defined in this RFP document. The Bidders are expected to examine the RFP document in detail, and to carry out such studies as may be required to submit their Bids.
- d. Bids meeting all the Pre-Qualification criteria shall be selected for opening of financial bids.
- e. Bids shall be valid for a period 90 days from the last date of submission of Bids or the extended date thereof.
- f. EMD of unsuccessful Applicants shall be returned.
- g. At any time prior to the deadline for last date of submission of Applications, NGS may, for any reason, whether at its own initiative or in response to a clarification or to a query raised by a prospective Applicant amend the RFP documents by

- issuing suitable Corrigendum. Such Corrigendum/Corrigenda, if issued, would form part of this RFP.
- h. NGS reserves the right not to follow-up this RFP process and terminate the entire selection process without any obligation to any of the Agencies at any stage.

13. Document Fees

A document fee for the amount specified in Clause 1.1 shall be remitted through a non-refundable Demand Draft drawn in favour of the “**CEO & Secretary, National Games Secretariat**”, payable at Thiruvananthapuram, Kerala.

14. Earnest Money Deposit (EMD)

- a. The Bidder shall furnish, as part of its Bid, a refundable EMD comprising of A/c payee Demand Draft or Bank Guarantee for the amount mentioned in Clause 1. The Demand Draft shall be drawn from any Nationalized/Scheduled Bank, in favour of “**CEO & Secretary, National Games Secretariat**”, payable at Thiruvananthapuram.
- b. In case the Bidder wishes to furnish EMD by way of a Bank Guarantee, the format given in Annexure 7 may be used.
- c. In case of inadequacy or non-submission of prescribed EMD along with the Bid, the Bid shall be deemed to be non-responsive and will be disqualified and summarily rejected.
- d. Unsuccessful Bidder’s EMD will be released without interest as promptly as possible as but not later than 30 days after the Award of the Contract to the Successful Bidder. The Successful Bidder’s EMD will be released without interest upon the Successful Bidder depositing the required Performance Bank Guarantee.
- e. The EMD shall be forfeited under the following circumstances:
 - a. If a Bidder withdraws his bid or increases the quoted prices during the period of bid validity, or its extended period; or
 - b. In the case of a successful Bidder, if s/he fails within the specified time limit to:

- I. Sign the Contract Agreement or,
- II. Furnish the required Performance Security Bank Guarantee.

If the EMD is furnished in the form of a Bank Guarantee, the same shall be valid during the validity period of the Bid.

15. Documents Comprising the Application

- a. Applicant shall submit their Application in two packages as mentioned below:

Part 1- Technical Package

Following documents shall be submitted in the Technical Package

- i. Letter of RFP submission attached as Annexure 1.
- ii. In case of a Company/Partnership/Proprietorship, the Power of Attorney in favour of person authorized to sign the documents as per Annexure 4
- iii. General Details. (Annexure 2 – Form 1)
- iv. Pre-Qualification Response Sheet. (Annexure 2 – Form 2)
- v. Experience Details. (Annexure 2 – Form 3)

Part 2- Financial Package

The Part 2, the “**Financial Package**” should be submitted as per the format given in Annexure 8.

16. Preparation and Submission of Application

- a. Bids (Part 1 and 2) shall be stamped and signed on all pages by a person duly authorized to sign the Bid.
- b. The complete Bid shall be without alterations, overwriting, interlineations or erasures. All amendments/corrections shall be initialed by the person or persons signing the Bid.

- c. The Outer Envelope should be superscribed “**Development of Mobile Applications**” and should also bear the name and address of the Applicant.
- d. The outer envelope should contain 2 sealed envelopes, marked “TECHNICAL PACKAGE” and “FINANCIAL PACKAGE”. Each of these inner envelopes should contain two sets of the required documents for that package - one marked “Original” and the other marked “Copy” (Copy should be the photocopy of ‘original’). In the event of discrepancy between Applications, the original shall prevail.
- e. NGS will not take any responsibility for the misplacement of the Bid or any part thereof, which is not sealed or marked as per aforesaid instructions.
- f. The Bid duly completed as per the instructions given in this document and the corrigendum issued if any, should be submitted to the following address by the last date and time of Application submission.

**Chief Commissioner & Principal Coordinator,
National Games Secretariat,
Chandrasekharan Nair Stadium, Palayam,
Thiruvananthapuram 695033, Kerala, India,**

17. Bid Due Date

- a. Bids should be received at the address specified above, before the last date specified in Clause 1.1.
- b. NGS may, at their discretion, extend the target dates mentioned in clause 1.1, in which case all rights and obligations of NGS and the Bidder shall thereafter be subject to the new deadline as extended. If such nominated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of Bid.

18. Late Bids

- a. Any Bid submitted after the deadline prescribed or after an extended target date so intimated by the Authority for submission of Bids in this RFP will not be considered and will be returned unopened to the Bidder.

- b. No further correspondence on this subject will be entertained.

19. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of the Proposal. NGS shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

20. Language of Bid

The Bid and all related correspondence and documents relating to the Project shall be in English language. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.

21. Currency of Bid

Bid prices shall be quoted in Indian Rupees only.

22. Bid Validity

Bids shall be valid for a period 90 days from the last date of submission of Bids or the extended date thereof. NGS reserves the right to reject any Bid, which does not meet this requirement. Prior to the expiry of the original Bid Validity Period, NGS may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period.

23. Power of Attorney

- a. Bidders shall submit, along with the technical Bid, a power of attorney, on a stamp paper of appropriate value and duly notarized, in favour of the person signing the Bid documents authorizing him to sign the Bid documents, make corrections/ modifications thereto and interacting with NGS and act as the contact person. The format for the power of attorney is attached as Annexure 4.

24. Evaluation of Bids & Award Criteria

- a. The Bids will be opened in the presence of Bidders or their authorized representatives who may choose to attend on date & time as mentioned in this RFP at NGS. If such nominated date for opening of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date of opening of the Bid.
- b. Bids which have not complied with one or more of the foregoing instructions may not be considered.
- a. On opening, NGS would examine and evaluate Applications for responsiveness. An Application shall be deemed as responsive if it satisfies the following conditions:
 - i. Is submitted as per the terms and conditions stipulated in this document.
 - ii. Contains all the information and as per the formats specified as requested in the RFP.
 - iii. Is unconditional and conforms to all the terms, conditions and specifications of RFP without material deviation or reservation.
- b. The Bids which are not responsive will be rejected by NGS.
- c. The Applications, which are responsive, shall be considered for further evaluation. NGS shall evaluate each Application for its compliance to Pre-Qualification criteria mentioned in this RFP Document.
- d. Any Agency not meeting any of the Pre-Qualification criteria shall not be considered for further evaluation.
- e. Financial bids of only those Applicants who satisfy the Pre-Qualification criteria shall be opened.
- f. The Applicant quoting the lowest amount for executing the project (the “L1 Bidder”) will be declared as the Selected Agency and NGS will proceed to issue Letter of Award (LOA) to the Selected Agency. Please note that NGS reserves the right to limit the scope of the project to one of the two apps, as per the requirements.
- g. A Contract shall be signed within a period of 1 week of the Letter of Award with the Successful Bidder following the submission of requisite Performance

Security. Failure in timely submission of the Performance Security and non-execution of Contract shall lead to automatic cancellation of award of work.

- h. In case the Successful Bidder does not sign the Contract Agreement, NGS reserves the right to cancel the selection process, forfeit any EMD and/or Performance Security, as the case may be, submitted by the Successful Bidder and either retender or proceed in any manner that it may deem fit.

25. Clarification of Bids

- a. Evaluation of technical Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material / information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their technical bid, avoiding vague answers. However, Evaluation Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the technical package. The request for clarifications and the response shall be in writing, or by tele-fax. No change / addition in the information or substance of the Bid shall be sought, offered or permitted.
- b. To assist in the examination, evaluation and comparison of the financial bid, Evaluation Committee may ask Bidders individually for clarifications. The request for clarification and the response shall be in writing or by tele-fax. No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm correction of arithmetical errors observed by the Evaluation Committee during the evaluation of Bids.

26. Process to be Confidential

- a. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

- b. Any effort by a Bidder to influence NGS in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of the Bid.

27. Interpretation of Clauses

- a. In case of any ambiguity in the interpretation of any of the clauses in the tender document, the interpretation of the clauses by NGS, Kerala shall be final and binding on all parties.
- b. In case of any deviation, from the tender specifications and/or tender conditions, the decision of NGS to accept, will be final

28. NGS's right to accept any Bid and to reject any or all Bids

- a. Notwithstanding anything contained in this RFP, NGS reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders.
- b. NGS reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract, in larger public interest, on account of the following:
 - a. occurrence of any event due to which it is not possible to proceed with the selection process
 - b. an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition and transparency of the selection process,
 - c. any other reason, which in the opinion of the Employer necessitates the cancellation of the selection process
- c. On occurrence of any such event, NGS shall notify all the Bidders within 7 days of such decision. NGS shall also promptly return the EMD submitted by the Bidders within 15 days of issue of such notice. NGS is not obligated to provide any reason or clarification to any Bidder on this account. NGS's liability under this clause is restricted to returning the EMD and no other reimbursements of costs/ expenses of any type shall be made by the Employer on this account.
- d. The Employer further reserves the right to retender the process or get the work done by a Government agency or Quasi Government agency if the Employer is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (c) above.

29. Contract Price

- a. The Contract shall be for the entire Scope of work as mentioned in this RFP, inclusive of all duties and taxes as may be applicable. The Bidders shall quote their financial bids for the entire scope of work as mentioned in the RFP without any additions, alterations and conditions. The Contract Price quoted by the Bidders should include all costs associated with the Project including any out of pocket / mobilization expenses, taxes, charges, levies, cess, VAT etc.
- b. Unless otherwise explicitly stated in the Contract, the payment shall be as per accepted schedule of payment mentioned in RFP. The payment shall be subject to deductions as per Indian income tax laws.
- c. Conditional Bids will be summarily rejected.

30. Performance Bank Guarantee

The successful agency/Agencies shall, at its own expense, deposit with National Games Secretariat, within fifteen (15) days of the date of notice of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/Scheduled bank acceptable to Authorized Representative, National Games Secretariat, payable on demand, for the due performance and fulfilment of the contract by the Agency. The format for Performance Bank Guarantee is attached as Annexure 4.

- a. This Performance Bank Guarantee will be for an amount of 10% of the Total Contract Value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the Agency.
- b. The Performance Bank Guarantee may be discharged / returned by NGS upon being satisfied that there has been due performance of the obligations of the Agency under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- c. In the event of the Agency being unable to service the contract for whatever reason, NGS would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of NGS under the Contract in the matter, the proceeds of the PBG shall be payable to NGS as compensation for any loss resulting from the agency's failure to complete its obligations under the Contract. The NGS shall

- notify the Agency in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Agency is in default.
- d. The NGS shall also be entitled to make recoveries from the Agency's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
 - e. NGS reserves the right to enforce the Bank Guarantee or encash the Demand Draft, on demand, if the goods and equipment/services are not delivered within the agreed timeline to the satisfaction of NGS. The Bank Guarantee/ Demand Draft, as the case may be, submitted by the Selected Agency in accordance with this clause may also be invoked and liquidated by NGS for breach by the Selected Agency of any terms of the contract.
 - f. If part of the Bank Guarantee /Demand Draft submitted by Selected Agency to NGS in accordance with this clause is liquidated or invoked by NGS, Successful Agency shall top up the Bank Guarantee and furnish another demand draft to the amount mentioned in this clause within 7 days of such liquidation.

31. Ownership Rights of Deliverables

- a) All Deliverables, which means and includes all software, graphics, designs, other materials developed, generated or produced by Agency pursuant to the requirements of this project shall be owned by, and shall be the exclusive property of the Authority, for use for the 35th National Games and other purposes as may be deemed necessary by the Authority.
- b) All intellectual property rights, if any, of all the material supplied to the Authority pursuant to this Agreement, shall finally and irrevocably belong to the Authority.
- c) All rights granted to the Authority under this Clause shall survive the termination or expiry of the Agreement.
- d) For avoidance of doubt, the Agency shall retain all right, title and ownership of :

1. Its content, materials, software, databases, documents, processes, and information ; and patents, trademarks, service marks, design rights, copyright, database rights, domain names, trade secrets and any other intellectual property rights created by the Agency other than in the provision of the Services;
2. any material previously belonging to the Agency or lawfully acquired by the Agency in a manner independent of this Agreement, which are used by the Agency in the course of performing the Services hereunder;
3. any expertise in the deliverables created by Agency or its group companies as a tool in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon.

32. Disputes

- a. If a dispute of any kind whatsoever arises between NGS and the Selected Agency in connection with or arising out of the RFP or the execution of the Project, whether during the execution of the Project or after its completion and whether before or after repudiation or termination of the Project Agreement, including any dispute as to any decision, opinion, consent, expression of satisfaction, approval, determination of value, action or instruction of NGS, the matter in dispute shall be referred in writing to the Chief Commissioner & Principal Coordinator , NGS.
- b. Not later than 28 days after the day on which it received such reference, the Chief Commissioner & Principal Coordinator of NGS shall give notice of its decision of the same to the Selected Agency. Such decision shall state that it is made pursuant to this Clause and the decision of the Chief Commissioner & Principal Coordinator shall be final.

33. Litigation

- a. Litigations, if any, shall be subject to the jurisdiction of the Courts at Thiruvananthapuram, Kerala, India and will be governed by the Laws of India.

34. General Conditions

a. Subcontracting:

The Selected Agency may not assign or subcontract to another entity or person any of the Services to be performed hereunder without the express prior written consent of an authorized representative of NGS. Selected Agency will remain fully liable for the acts and omissions of its representatives as if performed by the Selected Agency.

b. Audit

NGS and/its authorised representative may upon notice, conduct audits or other due diligence reviews of the Selected Agency, its facilities, systems and records with respect to the Services.

c. Warranty

The Selected Agency warrants that all the services will be performed to the best of Selected Agency's ability and in an effective, timely, professional and workmanlike manner in accordance with the applicable industry standards and practices and will comply with the applicable laws, rules, regulations, orders of any governmental agency and will not violate or contravene the terms of any contract between the Selected Agency and third parties.

d. Indemnification

Selected Agency shall at its expense and to the maximum extent permitted by law, will indemnify, defend and hold harmless GS from all claims, judgements, actions or suits, proceedings, demands, liabilities, costs, losses damages and expenses arising out of or relating to (a) any negligent act or omission or intentional wrongdoing of the Selected Agency or its representatives; (b) any claim that the provision or utilisation of services or any portion thereof is not in compliance applicable laws, rules, regulations, orders of any governmental agency; (c) constitutes an infringement, violation, trespass, contravention or breach of any intellectual property rights of any third party.

e. Insurance

Selected Agency will, during the term of the contract, at its sole cost and expense, obtain and maintain in full force and effect, adequate standard forms of insurance which are mandatorily to be maintained as per the applicable laws.

f. Independent Contractor

Selected Agency acknowledges that it is acting as an independent contractor and that the Selected Agency is solely responsible for its actions or inactions, and nothing will be construed to create an agency or employment relationship between NGS and NGS or its representatives.

Annexure 1 - Letter of RFP submission

[Date]

Chief Commissioner & Principal Coordinator
National Games Secretariat
Chandrasekharan Nair Stadium
Thiruvananthapuram, Kerala

Dear Sir,

Sub: Letter of RFP Submission.

1. We, the undersigned duly authorized to represent and act on behalf of [-----
-----] (“the Applicant”), and having reviewed and fully understood all information provided in the RFP document, hereby apply as Applicant for the above mentioned project, 35th National Games, Kerala.
2. We are hereby submitting our Application including the following:
 - a) Application in the prescribed format, with all information and supporting documents requested in this RFP Document.
3. Our Application is valid till [--date in figures and words--]
4. NGS and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this Application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any entity referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this Application, or with regard to the resources, experience, and competence of the Applicant.
5. We understand that;

1. All information submitted under this Application shall remain binding upon us at the time of bidding; and
 2. NGS may in their absolute discretion reject or accept any Application, cancel the bidding process and reject all Applications.
-
6. We declare that all statements made by us and all the information pursuant to this Letter of Application are complete, true and accurate to the best our knowledge and beliefs.

For and on behalf of (name of Applicant)

Signed

Name

Annexure 2–Form 1 – General Details

1. Details of Applicant (Application for the Project)
 - (a) Name of Company:
 - (b) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (c) Date of Incorporation and Commencement of Business:
2. Brief description of the Company including details of its main lines of business:
3. Details of individual (s) who will serve as the point of contact/ communication within the Company:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :
4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Applicant:
 - (a) Name :
 - (b) Designation :
 - (c) Address :
 - (d) Phone No. :
 - (e) Fax No. :
 - (f) E-mail :

Annexure 2 – Form 2 – Pre-Qualification Response Sheet

Sl No	Criteria	Documentary Proof Required	Document Proof submitted by Bidder (Please specify)
1	The bidder should have prior experience of at least 2 years in software development.	Work Orders OR Client Certificates OR Contracts OR Other suitable documentary proof	1.. 2.. 3..
2	The bidder must have at least one app on the Android App Store, which performs the following: <ul style="list-style-type: none"> a. Notify users with a notification when push messages are received b. Periodically checks online for updates and downloads them automatically c. Uses SMS to send messages from inside the app (It is not necessary that a single app performs all the	Screenshots, Link to the appstore listing	

Sl No	Criteria	Documentary Proof Required	Document Proof submitted by Bidder (Please specify)
	above tasks)		
3	The company must have at least one app available on the Android App Store with at least 10,000 downloads.	Description of the App and link to the appstore listing	

Annexure 2 - Form 3: Experience Details

(Please include a separate table for each Assignment)

Item	Details
Title & Nature of the Assignment.	
Brief Description of Assignment	
Client for which the Assignment was carried out	
Client's Name, Address, Email and Telephone details	
Assignment Cost/ Certified Billing (in Rs.).	

Note: Please attach documentary proof for each Assignment (Copy of Contract/Client Certificate etc.)

Annexure 3 – Detailed Scope of Services

A. Official Games Information App

The App will provide information about the venues, schedule and results. The key features of the app are:

- App should have separate admin and user modules. Admin module must have a convenient Content Management System (CMS)
- Users can view information about all competition venues
- Users can view the National Games schedule and filter it based on venues or teams. Schedule must show competitors, venue and time of event. Schedule must be updated as results come in.
- App should pull results from the National Games website and update automatically
- Users should be able to view scores and medal tally. Detailed score breakup should be available at event, team and individuals levels
- User should be able to view messages sent out by NGS as general alerts. NGS should be provided a system to send messages. App should pull and display these messages inside a separate section. Users should get a push notification when a new alert is received
- Users should be able to send a message (using SMS) or make a call to NGS without exiting the app
- The app can make use of existing database being used for the National Games website to avoid duplication of data
- Bidders may refer to the following links for indicative examples of the proposed app:
 1. <https://play.google.com/store/apps/details?id=com.isl.sifootball>
 2. <https://play.google.com/store/apps/details?id=com.sochi2014.results>
 3. <https://play.google.com/store/apps/details?id=com.sochi2014.guide>
 4. <https://play.google.com/store/apps/details?id=com.zapbuild>

B. Torch App

A mobile app where the Torch of National Games will be present and user can touch or shake the torch and flames appears. A calculation will be made to know the number of users to whom torch was shared.

The following are the broad components of the app:

1. Splash Screen

A splash screen with the logo of the National Games 2015 will be seen when a user launches the application. The splash screen lasts for 3 to 4 seconds.

2. **Torch Relay** – A screen with an unlit torch. A button to share torch will be provided.

3. **Game View** – A torch will be displayed, along with a button. When a user hits the button, flames appear on torch. A count will be added to the state they are supporting.

4. **Shake & Burn** – Apart from button, shake option will be provided. This will be the modern technology used for National Games 2015 where a shake ignites the torch. Once torch is lit it is not unlit.

5. **Backgrounds** – Different backgrounds can be shown behind the torch. The backgrounds can be different monuments that represent India.

6. **Share Option** – Torch can be shared through Bluetooth and NFC. After pairing the phone to which it is shared will be prompted to download app from respective store.

Annexure 4 -Format for Power of Attorney for Signing of Application

Know all men by these presents, We (Name of the Applicant and address of their registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Application for the Project, *including signing and submission of all documents and providing information / responses to NGS, representing us in all matters before NGS, and generally dealing with NGS in all matters in connection with our Application for the said Project.*

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

Accepted

..... (Signature)

(Name, Title and Address)

of the Attorney

Note:

- ◆ *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 shall be provided on Rs.100 stamp paper.*
- ◆ *The Power of Attorney should be supported by a duly authorised resolution of the board of directors of the Applicant authorizing the person who is issuing this power of attorney on behalf of the Applicant.*

Annexure5- Performance Bank Guarantee

Ref. No.

Bank Guarantee No

Dated

To,

Chief Executive Officer

National Games Secretariat

Chandrasekharan Nair Stadium, Palayam,

Thiruvananthapuram-695033, Kerala, India

1. Against contract vide Advance Acceptance of the Tender covering “Tender for” (hereinafter called the said 'contract') entered into between the National Games Secretariat, Government of Kerala, (hereinafter called the Purchaser) and _____ (hereinafter called the Bidder) this is to certify that at the request of the Bidder we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be

enforceable against us

_____ Bank Ltd,
notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
6. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.
8. Notwithstanding anything contained herein above our liability under this bank

guarantee shall not exceed Rs _____/- (Rupees _____ only).

9. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before ----- before 14.30 hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

WITNESS NO. 1

Authorised Bank Representative

(Signature)

(Signature)

Full name and official
Address (in legible letters)

Full name, designation and
address (in legible letters)

With Bank stamp

WITNESS NO. 2

Attorney as per power of

(Signature)

Attorney No.....

Full name and official
Address (in legible letters)

Dated.....

Annexure 6 - 35th National Games- The Venues

For the first time in the history of the National Games, the 35th National Games is scheduled to be **held in the seven Districts of the State of Kerala, namely, Kannur, Kozhikode, Thrissur, Ernakulam, Alappuzha, Kollam and Thiruvananthapuram.** The Games shall have 34 Competition Disciplines and 2 Demonstration Events to be held in 29 Competition Venues and 1 Event Venue over a two week period. In Thiruvananthapuram, a Games Village is being setup at Menamkulam for housing around 5,000 Participants. The 29 Competition Venues and the respective Events / Disciplines proposed to be held in each Venue are listed in below Table.

Sl No	Name of Venue	Events / Competition Disciplines
Thiruvananthapuram		
1	Aquatic Complex, Pirappancode	Aquatics, comprising of Swimming, Diving & Water Polo
2	University Stadium, Palayam	Athletics
3	Jimmy George Indoor Stadium , Vellayambalam	Gymnastics & Handball
4	Shanghumugham Beach	Beach Handball
5	Sreepadam Stadium, Attingal	Kabaddi& Kho Kho
6	Indoor Stadium, Agricultural College, Vellayani	Netball & Taekwondo
7	NH Bye pass, Kovalam	Triathlon
8	Tennis Complex, Kumarapuram	Tennis
9	Karyavattom Stadium/LNCPE	Wushu
10	Chandrasekharan Nair Stadium, Palayam	Squash
11	LNCPE Velodrome, Karyavattom	Cycling
12	New Shooting Range, Vattiyoorkavu	Shooting
Kollam		
13	New Hockey Stadium, Ashramam	Hockey
14	LalBahadurShastri Corporation Stadium	Rugby 7s
Alappuzha		
15	Vembanad Lake	Canoeing & Kayaking and Rowing;
Ernakulam		

Sl No	Name of Venue	Events / Competition Disciplines
16	JawaharLal Nehru Stadium, Kaloor	Archery
17	Rajiv Gandhi Indoor Stadium, Kadavanthra	Badminton & Table Tennis
18	CIAL Trade Fair Centre, Nedumbassery	Fencing
19	CIAL Golf Course, Nedumbassery	Lawn Bowls
20	Munambum Beach	Yachting
Thrissur		
21	Corporation Stadium, Thrissur	Football (Women)
22	VKN Menon Indoor Stadium	Judo & Weightlifting
23	Indoor Stadium, Thriprayar	Boxing
24	Police Academy Shooting Range, Thrissur	Shooting – Trap & Skeet
Kozhikode		
25	Corporation Stadium	Football (Men)
26	Medical College Ground	
27	VKK Menon Indoor Stadium	Volleyball
28	Kozhikode Beach	Beach Volleyball
Kannur		
29	Indoor Stadium, Mundayad	Basketball & Wrestling

Annexure 7 - Model Bank Guarantee Format for Furnishing EMD

Ref. No.

Bank

Guarantee No

Dated

To,

Chief Commissioner & Principal Coordinator,
National Games Secretariat,
Chandrasekharan Nair Stadium, Palayam,
Thiruvananthapuram 695033, Kerala, India,
Ph: +91 471 2302287 Fax:+91 471 2302267

Whereas..... (hereinafter called the “tenderer”) has submitted their offer dated for the role of (hereinafter called the “tender”) against the purchaser’s tender enquiry No.....KNOW ALL MEN by these presents that WE.....of having our registered office at.....

are bound unto(hereinafter called the “Purchaser”) in the sum of..... for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of.....20.....

The conditions of this obligation are :

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
- a) If the tenderer fails to furnish the Performance Security for the due performance of the contract
 - b) Fails or refuses to accept/execute the contract.

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

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the Officer

.....

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

Annexure 8 - Financial Bid Format

To:

Chief Commissioner & Principal Coordinator,

National Games Secretariat,

Chandrasekharan Nair Stadium, Palayam,

Thiruvananthapuram, Kerala, India

Dear Sir,

Subject: Submission of Financial Proposal in reference to NGS RFP dated [Date], for the Development of Mobile Applications for the 35thNational Games.

We, the undersigned, offer to provide the services for the above in accordance with your RFP dated [Date], and our Technical Proposal and hereby submit our Financial Proposal as below.

Sl No		Rate inclusive of all taxes and other charges (in Rupees) In Figures	Rate inclusive of all taxes and other charges (in Rupees) In Words
1	End-to-End execution of the Official Games Information App including Development, Deployment, Testing and Maintenance		
2	End-to-End execution of the Virtual Torch App including Development, Deployment, Testing and Maintenance		
	TOTAL		

Note:

- 1. Conditional Bids will be summarily rejected.*
- 2. NGS reserves the right to reduce the scope of the project to one of the above apps*

Our 'Financial Proposal' shall be binding upon us up to the expiration of the validity period of the Proposal, i.e., [Date]. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act, 1988.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and title of Signatory:

Address of the firm: