

**Department of Sports & Youth Affairs (DSYA),
Government of Haryana
Tau Devi Lal Sports Complex, Sector 3,
Panchkula, Haryana - 134109**

Email: kiyg2021-sports@hry.gov.in

www.haryanasports.gov.in

Reference No: 32265 dated: 03rd November, 2021

**Request for Proposal
for
Engagement of an Event Management Agency for Khelo
India Youth Games Haryana 2021**

**(This RFP is only for Sports Authority of India's Empaneled Agencies Ref.:
SAI/KID/RFE/EMA/2018/EXT)**

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ABBREVIATIONS

KIYG	Khelo India Youth Games
EMA-ED	Event Management Agency for Event Days
DSYA	Department of Sports & Youth Affairs, Government of Haryana
GoH	Government of Haryana
INR	Indian Rupees
BG	Bank Guarantee
PBG	Performance Bank Guarantee
QCBS	Quality & Cost Based System
RFP	Request for Proposal
LOA	Letter of Award

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Government of Haryana
Tau Devi Lal Sports Complex, Sector 3
Panchkula, Haryana – 134109**

Email: kiyg2021-sports@hry.gov.in
www.sportsharyana.gov.in

RFP No.: 32265

Dated: November 03rd 2021

NOTICE INVITING TENDER (NIT)

DSYA invites Bids under two bid-basis, i.e. Technical Bid and Financial Bid from Sports Authority of India's empanelled agencies for '**Engagement of an Event Management Agency for Khelo India Youth Games Haryana 2021**' for Department of Sports & Youth Affairs (DSYA).

The interested bidders should submit their bids online and physical copies of **only technical proposal** to Tau Devi Lal Sports Complex, Sector 3, Department of Sports & Youth Affairs, Govt. of Haryana, Panchkula, Haryana - 134109, on or before November 18th 2021 up to 14:00 Hrs.

Bidders have to download the Bid documents from the www.haryanasports.gov.in and e-procurement portal i.e. <https://etenders.hry.nic.in> (E- tendering Portal) after registering themselves on portal and submit e-bids after payment of Bid Processing Fee & Bid Document Fee before last date & time of downloading the e-bids online.

All Bidders are advised to see Amendments to RFP, if any, before submission of the bids. In case the Bidder does not submit the amended bids/amendments, it shall be presumed that Bidder has seen the amendments/Amended bids and e-bid shall be evaluated accordingly.

In case schedule date of submission / tender opening date are declared as holiday then tender will be submitted/ opened on the very next working day on earlier schedule time.

DSYA reserves the right to cancel the bid at any time or amend/withdraw any of the terms and conditions contained in the Bid Document without assigning any reason thereof.

**Sd/-
CEO, Khelo India Youth Games
Department of Sports & Youth Affairs
Haryana**

A. DETAILED NOTICE INVITING E-TENDER

e-Tender is invited in single stage two cover system i.e. Request for Technical Bid (online Bid under Technical Envelope and hard copy submission) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):

Sr. No.	Information	Details
1	Description of Work	Event Days operations for the 4 th KIYG 2021. Refer Scope of Services for details.
2	EMD (to be deposited online)*	INR 24,00,000/- Account Holder Name: Director, Department of Sports & Youth Affairs Bank Name: State Bank of India Account No. : 39454876084 IFSC Code : SBIN0050969 MICR No.: 160002173 Validity period for the EMD will be upto 30 th June, 2022
3	Tender Document Fee*	INR 5,000/-
4	e-Service Fee (to be deposited online)	INR 1,000 + 18% GST
5	Start Date & Time of Bid Preparation and Submission	November 03 rd 2021, 1600 Hrs
6	Expiry Date & Time of bid for EMD submission	November 18 th 2021 1300 Hrs
7	Last date and time for submission of proposals through e-Tender	November 18 th 2021, 1400 Hrs
	Note: *	

Note: *Relaxation as per Haryana State Public Procurement Policy for MSME – 2016

B. DATA SHEET

Sr. No.	Activity Description	Details
1	RFP No. and Date of Availability of RFP	RFP No.: KIYG-2021/32265 Date: November 03 rd 2021
2	Submission of pre-bid queries - in Word format	Up to November 10 th 2021, 1100 Hrs
3	Pre-bid meeting**	November 10 th 2021, 1530 Hrs
4	Response to pre-bid queries	To be communicated later
5	Proposal Due Date	November 18 th 2021, 1400 Hrs
6	Technical Proposal Opening Date	November 18 th 2021, 1530 Hrs
7	Technical Presentation	To be communicated later
8	Financial Proposal Opening	To be communicated later

9	Letter of Award (LOA)	To be communicated later
10	Signing of Agreement	Within 2 weeks of acceptance of LOA
11	Office Address - Venue for pre-bid meeting, opening and evaluation of Bids	Department of Sports & Youth Affairs Govt. of Haryana Tau Devi Lal Sports Complex, Sector 3, Panchkula, Haryana - 134109
16	Contact Details	Contact Person: Mr. Rajesh Kumar, Superintendent Email id: kiyg2021-sports@hry.gov.in Mobile No: +91 7717307781
17	Tender Documents on Website	URL for e-tender https://etenders.hry.nic.in/nicgep/app
18	Method of Selection	Quality and Cost Based System (QCBS) (70:30)
19	Bid Validity Period	90 days

Note: ** Venue of the Pre-Proposal Meeting: Tau Devi Lal Sports Complex, Sector 3, Panchkula

C. INSTRUCTIONS TO BIDDERS

1. **Cost of Bid:** The bidder shall bear all costs associated with the preparation and submission of bid and DSYA in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
2. All bidders are required to pay Tender Document Fee and e-service fee as per the details mentioned in data sheet. The fees are Non-Refundable and payable along with the Technical Proposal.
3. All bidders are required to pay Bid Security Fee as per the details mentioned in data sheet.
 - a. The Bid Security shall be returnable no later than 90 days from the Bid Validity Date except in the case of the Selected Bidder whose Bid Security shall be retained.
 - b. The Authority shall be entitled to forfeit the Bid Security as Damages inter alia in any of the events specified herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP, no relaxation of any kind on Bid Security shall be given to any Bidder.
4. The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.
5. The bidder shall not make or cause to be made by any alternation, erasure, or obliteration to the text of the RFP document.

6. Any privately held company or LLP is allowed to submit its bid for the RFP. The bidder shall be a Single Entity; a Joint Venture/ Consortium of entities is not allowed.

7. Preparation of Bids

- 7.1 **Language:** Bids and all accompanying documents shall be in the English language. In case any accompanying materials are in other languages, an English Translation shall accompany it. The English version shall prevail in matters of interpretation.
- 7.2 **Form of Bid:** The form of a bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.
- 7.3 **Currencies of Bid and Payment:** The bidder shall submit his financial bid in Indian National Rupee (INR / Rs.), and payment under this contract will be made in Indian National Rupee (INR / Rs.).

8. Clarifications by Bidders

- 8.1 Bidders requiring any clarification on the RFP document may contact the Procurement Division of the DSYA in writing by e-mail (in Word format) within such date as specified in the Schedule of Bidding Process set out in the Data Sheet.
- 8.2 All correspondence for clarifications should be submitted as per the format attached at 'Annexure-A' to the following address in writing by Mail/ post/courier:

**CEO, Khelo India Youth Games
Department of Sports & Youth Affairs (DSYA),
Government of Haryana
Tau Devi Lal Sports Complex, Sector 3,
Panchkula, Haryana – 134109
Email: kiyg2021-sports@hry.gov.in**

- 8.3 DSYA shall endeavour to respond to the queries raised or clarifications sought by the Bidders. To be fair to all prospective bidders, the responses to queries shall be uploaded on the e-tender website. However, DSYA reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring DSYA to respond to any query or to provide any clarification.
- 8.4 At any time prior to the Bid Due Date, DSYA may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document by way of issue of Addendum/Corrigendum/Clarifications. Any Addendum/ Corrigendum/ Clarifications thus issued shall be uploaded on the e-tender website.

9. Pre-Proposal Meeting

- 9.1 To clarify and discuss issues with respect to the Project and the RFP Document, a Pre-Proposal meeting ("Pre-Proposal Meeting") will be held as per the details provided in point 3 of data sheet.
- 9.2 Prior to the Pre-Proposal meeting, the Bidders may submit a list of queries and proposed suggestions in the word format as per 'Annexure-A,' if any, to the RFP requirements.
- 9.3 Bidders may note that DSYA will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified, and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 9.4 Bidders' representatives attending the Proposal opening shall bring an authorization letter from the Bidder.

- 9.5 In case of any change in the schedule of the Pre-Proposal Meeting, the same will be communicated to Bidders through the e-tender website.
- 9.6 Attendance of the Bidders at the Pre-Proposal Meeting is not mandatory. DSYA will endeavour to respond to all queries received by the scheduled date as per point 4 of data sheet from all Bidders, irrespective of attendance of the Bidder in the Pre-Proposal Meeting.
- 9.7 No interpretation, revision, or other communication from DSYA regarding this solicitation is valid unless in writing. DSYA may choose to send to all Bidders whose Proposals are under consideration, in writing, or by any standard electronic means such as Mail or by uploading on the website(s) of responses, including a description of the inquiry but without identifying its source to all the Bidders.

10. Format and Signing of Bid

- 10.1 The documents comprising the bid shall be typed, and all pages of the bid shall be signed by a person duly authorised to sign on behalf of the bidder.
- 10.2 The bid shall contain no alternations, omissions, or additions except those to comply with an instruction issued by DSYA or are necessary to correct errors made by the bidder, in which case such corrections shall be initialled/signed by the person signing the bid.
- 10.3 The proposal shall be properly bound, indexed, and serially-numbered.

11. Submission of Bids

- 11.1 The bidder shall submit their offer under two bid-basis, i.e. Technical Bid (Online bid under Technical Envelope and One Original hard copy) shall be enclosed in one sealed envelope super scribed '**Technical Proposal (Name of the Bidding Entity) - RFP for Engagement of an Event Management Agency for the Event Days of Khelo India Youth Games Haryana 2021**'. The Financial Bid shall be submitted on the e-tender portal only.

The sealed envelope of Technical Proposal should reach the address "**Department of Sports & Youth Affairs, Govt. of Haryana, Tau Devi Lal Sports Complex, Sector 3, Panchkula, Haryana – 134109**" on or before **18th November 2021 up to 14:00 Hrs.** The Bids that are submitted beyond the stipulated date and time under any circumstances what so ever will not be considered.

12. Late and Delayed Bids:

- 12.1 Bids must be received no later than the date and time stipulated in the RFP document. DSYA may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of DSYA and the bidder will be the same.
- 12.2 Any bid received by DSYA after the deadline for submission of bids, as stipulated above, shall not be considered.

13. Opening and Evaluation of Technical Bid

- 13.1 Technical Bids will be opened in the presence of the bidders' representatives who choose to attend at the appointed place and time.
- 13.2 The Technical Bid of the bidder would be evaluated as per the evaluation criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, DSYA reserves the right to seek clarification/documents from the bidders, if DSYA considers it necessary for proper assessment of the bid.
- 13.3 The Technical Bids will be evaluated based on eligibility criteria and only those Bidders whose Technical Proposals get a score of minimum 70 (**seventy**) marks or more out of 100 (one hundred) shall qualify for financial bid opening and shall be ranked from highest to the lowest based on their technical score (St).

14. Opening of Financial Bid and Final Evaluation

- 14.1 The Financial Bids of the technically qualified bidders shall be opened in the presence of such bidders' representatives who choose to attend.
- 14.2 **The selection of the bidder shall be based on the QCBS method in which weightage of the Technical score shall be 70% and weightage of the Financial score shall be 30%.**
- 14.3 The lowest quoted Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The financial scores of other Proposals will be computed as follows:
$$Sf = 100 \times Fm/F$$

(F = amount of Financial Proposal)
- 14.4 Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores as follows:
S = St x 70% + Sf x 30%.
- 14.5 The Bidder having the highest combined score shall be the Successful Bidder.
- 14.6 Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the LOA. In such an event, DSYA reserves the right to,
(a) invite the second-ranked bidder and negotiate upon the following scenario, or
(b) take any such measure as may be deemed fit in the sole discretion of DSYA, including annulment of the Bidding Process.

15. Right to accept any Bid and to reject any or all bids

- 15.1 DSYA is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate the tendering process.
- 15.2 DSYA may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/state government ministry/department/institutions/local bodies/municipalities/PSUs, etc.
- 15.3 DSYA may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

16. Award of Contract

- 16.1 DSYA will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.
- 16.2 DSYA will communicate the outcome to the Successful Bidder by mail confirmed by letter transmitted by registered/speed post that its bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which DSYA will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.
- 16.3 The Successful Bidder will be required to commence the assignment at the earliest, as communicated by DSYA in this regard.
- 16.4 The Successful Bidder will be required to execute the contract for the services within a period of fifteen (15) days from the date of issue of Letter of Award.

17. Performance Security

- 17.1 The Successful Bidder shall be required to furnish a Performance Security prior to sign the contract (for an amount which is **5% of total project cost**) in an account payee demand draft, fixed deposit receipt from a commercial bank, Bank Guarantee from a commercial Bank in India in an acceptable form, in favour of '**Department of Sports & Youth Affairs, GoH.**'

payable at Panchkula, Haryana. The Performance Security shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended, further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly. The format for BG for Bid Security is provided at **Annexure-IX**.

- 17.2 Failure of the Successful Bidder to comply with the requirements of the above clauses shall constitute sufficient grounds or the annulment of the award and other actions as deemed necessary.

D. ELIGIBILITY CRITERIA:

This is a limited tender where RFP is floated to the following Event Management Agencies empaneled by the Sports Authority of India: **RFE Ref.: SAI/KID/RFE/EMA/2018/EXT** as amended.

1. Cine Yug
2. Deepali Designs and Exhibits Pvt. Ltd.
3. DNA Networks Pvt. Ltd.
4. E Factor Ent. Pvt. Ltd.
5. Encompass Events Pvt. Ltd.
6. Ferriswheel Ent. Pvt. Ltd.
7. ITW Consulting Pvt. Ltd.
8. Max Publicity and Communications Pvt. Ltd.
9. Meraki Comm. Pvt. Ltd.
10. Percept Limited
11. Showtime Events India Pvt. Ltd.
12. Sports for All
13. Sporty Trip Experience Pvt. Ltd.
14. SV Edusports Pvt. Ltd.
15. Thomas Cook (India) Ltd.
16. Twenty First Century Media Pvt. Ltd.
17. White Copper Pvt. Ltd.
18. Wizcraft Int. Pvt. Ltd.

E. EVALUATION CRITERIA:

Sl. No.	Criteria	Maximum Marks	Document/ Evidence Required
1.	<p>Relevant Experience of the Bidder as an Event Management agency for Sporting events (International & National)</p> <ul style="list-style-type: none"> • Multisport & Multivenue - 5 Marks • International Single Sport - 3 Marks • National Single Sport - 2 Marks <p>Maximum of 2 assignments to be submitted.</p>	10 Marks	<ul style="list-style-type: none"> • Work Order/LOA/Completion Certificate <p>Scope of work and Contract Value to be mentioned in the supporting document.</p>
2.	<p>Work Plan and Methodology [Marking Scheme: Marks will be allocated on the following</p>	30 Marks	<ul style="list-style-type: none"> • Power-point Presentation to be prepared elaborating the proposed Work Plan and

	<p>subcomponents based on evidence of understanding of the scope of work as follows:</p> <ul style="list-style-type: none"> • Methodology to be followed in execution of work – 5 marks • Timelines on Gantt Charts – 5 Marks • Deployment Plan of Workforce – 5 Marks • Organizational Structure (whole Workforce-time period of deployment be mentioned for each functional area) – 5 Marks • Innovative ideas – 5 Marks • Legacy Plan – 5 Marks 		<p>Methodology.</p> <ul style="list-style-type: none"> • Presentation to include the points suggested in adjacent column. • Deployment Plan (as per Annexure - VI) to clearly indicate the quality, quantity, and timelines of engagement of Workforce with KIYG • Physical samples: Accreditation cards, medals, souvenirs, branding material, print quality etc. may be presented.
3.	<p>Evaluation of Workforce Experience in managing and planning events of “International/National Repute/Sports Event” of the following key personnel [Marking Scheme: 2.5 Marks each for every event of International Repute and 1 Mark for each event of National Repute/Sports Event];</p> <ul style="list-style-type: none"> • Project Director & Operation head – Max. 6 Marks • Media Operations Head – Max 4 Marks • Branding & Marketing Head – Max. 2.5 Marks • Overlays Head – 2.5 Marks • Coordination Head – 2.5 Marks • Volunteers Head – 2.5 Marks 	20 Marks	<ul style="list-style-type: none"> • CVs of key personnel (as mentioned in the adjacent column) to be deployed highlighting only the relevant experience to be presented during the presentation. • The capacity in which they worked(designation) in the relevant events is to be mentioned specifically.
4.	<p><u>Branding, Communication, PR & Media Plan</u></p> <ul style="list-style-type: none"> • Pictorial presentation & Branding ideas walkthrough & execution plan – 7 Marks • PR & Media Plan - 7 Marks • Composite Logo for KIYG incorporating logos of “Khelo India” and “State of Haryana” – 5 Marks • Ideas on host city/state/university activation plan – 6 Marks 	25 Marks	<ul style="list-style-type: none"> • EMA to propose an elaborated City Activation Plan during presentation. • Pictures/graphics of proposed branding plan across various sporting venues. • Power-point Presentation to be prepared elaborating the proposed Branding and Activation Plan. • Presentation to include the points suggested in adjacent column.
5.	<p><u>Samples from previous events</u></p> <ul style="list-style-type: none"> • Medals – 4 Marks • Lapel Pins – 2 Marks 	15 Marks	High quality pictures of Samples of each of the items from previous events carried out by the Agency.

	<ul style="list-style-type: none"> • Trophy – 2 Marks • Display Shield – 2 Marks • Branding elements – 2.5 Marks • Coffee Table Books – 2.5 Marks 		
Total		100	
Qualifying Marks		70	

F. TERMS OF REFERENCE

1. Project Background

The Ministry of Youth Affairs and Sports (MYAS) Government of India, the Department of Sports & Youth Affairs, Govt. of Haryana, and the Sports Authority of India, intend to jointly conduct the fourth edition of the 'Khelo India Youth Games' ("KIYG") under the 'Khelo India' initiative. The event is scheduled to be held in various locations in and around Tau Devi Lal Sports Complex, Panchkula, Ambala, Shahbad and Delhi from 04th February 2022 – 14th February 2022 and will be organized in the U-18 age group with participation from 28 (twenty-eight) states and 8 (eight) Union Territories of India. The dates mentioned here are tentative and change (if any) in the same will be communicated to the bidders. This will be a multi-day, multi-sport event.

2. Objective:

The objective of this RFP is to engage an Event Management Agency (EMA), manage & operate all event related activities for the Khelo India Youth Games, 2021 [hereafter also called as "EMA-ED"]. This RFP is specifically for the engagement of an EMA-ED. The successful bidder of this RFP shall cooperate with all the Event Management Agencies hired for the conduct of KIYG 2021.

3. Scope of Services

S. No.	Functional Area	Scope of Services																												
i.	Venues	<p>List of Venues</p> <table border="1"> <thead> <tr> <th>SNo</th> <th>City</th> <th>Venue</th> </tr> </thead> <tbody> <tr> <td>1</td> <td rowspan="4">Panchkula</td> <td>Tau Devi Lal Sports Complex</td> </tr> <tr> <td>2</td> <td>Girls College, Sector 14, Panchkula</td> </tr> <tr> <td>3</td> <td>Gymkhana Club, Sector 6, Panchkula</td> </tr> <tr> <td>4</td> <td>Red Bishop Hall</td> </tr> <tr> <td>5</td> <td rowspan="2">Chandigarh</td> <td>Panjab University Ground, Sector 14</td> </tr> <tr> <td>6</td> <td>Sector 42, Chandigarh</td> </tr> <tr> <td>7</td> <td>Ambala</td> <td>War Heroes Ambala - Phoenix Club</td> </tr> <tr> <td>8</td> <td rowspan="2">Delhi</td> <td>Indira Gandhi Stadium</td> </tr> <tr> <td>9</td> <td>Dr Karni Singh Shooting Range</td> </tr> <tr> <td>10</td> <td>Shahbad</td> <td>Shahbad Hockey Stadium</td> </tr> </tbody> </table>	SNo	City	Venue	1	Panchkula	Tau Devi Lal Sports Complex	2	Girls College, Sector 14, Panchkula	3	Gymkhana Club, Sector 6, Panchkula	4	Red Bishop Hall	5	Chandigarh	Panjab University Ground, Sector 14	6	Sector 42, Chandigarh	7	Ambala	War Heroes Ambala - Phoenix Club	8	Delhi	Indira Gandhi Stadium	9	Dr Karni Singh Shooting Range	10	Shahbad	Shahbad Hockey Stadium
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<p>ii. Design Agency</p>		<ul style="list-style-type: none"> • To design and create content for all collaterals and brandings in English, Hindi and Local language (Haryana) for KIYG as defined by Khelo India Secretariat. • The Scope of Work for Design Agency is not limited to only designing, however, also comprise creation of related content (in desired languages) in respect of the games elements as well. • Indicative list is as follows: <ul style="list-style-type: none"> ○ Composite logo (original Khelo India Logo & previous year's designs for look & feel of the event will be provided by SAI, EMA to build upon and enhance the same) ○ Invitations ○ Stationery ○ Posters ○ Hoardings ○ Flyers ○ Leaflets ○ Newspaper advertisements ○ Accreditation template ○ In-stadia Branding ○ Balloon Brandings ○ Drop-downs ○ Building Brandings ○ Bus Branding ○ Equipment Branding ○ Running Board Branding ○ LED Branding content ○ TSR Templates ○ E-Fixtures ○ Any other design requirement related to Event ○ Audio Visual (AV) of duration 3 Minutes ○ Accreditation Manual ○ Contingent Leader Manual ○ Any other AV of similar Nature ○ 3D animations of the Mascot to be created. • To ensure that all marketing communication, adverts, collateral & templates will carry KIYG marks, Khelo India marks, all logos of government stakeholders in the event. • Design to be vibrant, colourful and inspirational in visual design reflecting event colour scheme. • All designs to be approved by SAI & DSYA in writing. • The Event Management Agency will be responsible for end-to-end delivery of the function. EMA to scope and arrange for necessary manpower, equipment, support etc. for the same on their own. • EMA to strictly adhere to agreed timelines and maintain records for verification at the time of raising invoice. • Approximate requirement: as per Financial Bid BOQ.
<p>iii. Accreditation</p>		<ul style="list-style-type: none"> • Data entry for offline form (approx. 2000). • The EMA is responsible to mine the desired data in respect of Athletes from Khelo India portal.

		<ul style="list-style-type: none"> • Data for accreditation will be provided in bulk. • It will be the duty of EMA to convert it into suitable format for printing. • The Scope of Work for Accreditation FA is not limited to only printing of Accreditation Cards; however, it comprises end to end delivery of the function i.e. from collecting the raw data, conversion in desired format, printing of cards, final distribution etc. • Accreditation Zoning to be planned and implemented by EMA within 15 days from the award of work (to be approved by SAI/DSYA). • Accreditation to be printed in High Quality Laser Print. • Accreditation list to be provided by DSYA/SAI. • Time-bound planning of Printing, Checking, segregation, Inventory Management & distribution of Accreditations. • Printing the Emergency Day Passes on a need basis. • Handover of all excess, if any Accreditation to Khelo India post the Games. • Technical Specification of Lanyards <ul style="list-style-type: none"> ○ 88 mm wide thickness. ○ 130 mm length ○ Rotating metal C. Hook ○ Lanyard Fabric (Satin) ○ Printed lanyard (Dye Sub Printing), Custom printing logo, event details. • Technical Specification of ID <ul style="list-style-type: none"> ○ Material: PVC ID Thickness: 350 microns ○ Size: A6 size (105 x 148 mm or 4.1 x 5.8 inches) ○ Design and logo will be provided once tender is awarded • Emergency/Day Passes As per Financial Bid BOQ. • Technical Specification of Lamination Pouch for Emergency Day Pass <ul style="list-style-type: none"> ○ Material: PET+EVA. Thickness: 225 microns ○ Melting Point: 110 degrees Celsius. Lamination Temperature: 110-140 degree Celsius ○ Size: for A6 paper passes ○ Technical Specification of Accreditation Cards/Passes Paper. ○ 120 GSM ○ Size: A6 • Availability of Accreditation printing machines at the Venue for on-the-spot printing. • The Event Management Agency will be responsible for end-to-end delivery of the function. EMA to scope and arrange for necessary manpower, equipment, support etc. for the same on their own. • EMA to strictly adhere to agreed timelines and maintain records for verification at the time of raising invoice. • Approximate requirement: as per Financial Bid BOQ.
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<p>iv. Invitations</p>		<ul style="list-style-type: none"> • Aid & assist the Functional Area Head in creating a list of dignitaries & VIPs to be invited with addresses, their segregation as per instructions provided by SAI. • Provide the design options for approval from SAI & DSYA. • Printing of Invitations for VIPs, Dignitaries, Colleges, Universities & State Delegates. • To facilitate the distribution of invitations as per requirements (via courier if required). • Inventory Management of invitations, (to maintain records and stock register). • Return of all excess items to DSYA. • All designs shall be provided to the EMA by SAI. • EMA to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. • Approximate requirement: as per Financial Bid BOQ.
<p>v. Stationery & Collaterals</p>		<ul style="list-style-type: none"> • Provide the design options for approval from SAI & DSYA. • Printing of Stationery and Collaterals like notepads, brochures, fixtures, schedules, letterheads, posters etc. • Printing of Winner Certificates. • Printing of Participation Certificates for all relevant stakeholders. • Inventory Management of stationery and collaterals (to maintain records and stock register). • Return of all excess items to DSYA • All designs shall be provided to the EMA by SAI. • EMA to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. • Approximate requirement: as per Financial Bid BOQ.
<p>vi. Sports Presentation</p>		<ul style="list-style-type: none"> • Conduct of Medal Ceremonies for each of the Sports (to provide decorated podiums, ushers, MC, ceremony trays etc.) • Procurement of the authorized quantities of the items listed below as per requirement to be intimated by SAI. • Medals with Lanyards in wooden box • Sports Trophies • Lapel Pins • Commemorative Medals • Sample of each of the items procured will have to be provided to SAI for quality check. • All designs shall be approved by SAI & DSYA. • Distribution to the specified venue/stakeholders as per requirement. • Inventory Management & Distribution of souvenirs, medals etc. (to maintain records and stock register). • EMA shall arrange medal presentation ceremonies at all sporting venues in consultation with SAI/ GTCC and FA head concerned. Ceremonies to include hostess, presentation trays, costumes, confetti blasts, stage setup, dais, backdrop, etc. • EMA shall return any excess items to DSYA

		<ul style="list-style-type: none"> • EMA will have to strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. • Approximate requirement: as per Financial Bid BOQ.
vii.	Spectator Engagement	<ul style="list-style-type: none"> • MC: Using services of Master of Ceremonies (MC/Emcee) at each sporting venue. <ul style="list-style-type: none"> ○ MC must be comfortable in English, Hindi & Local language (Haryana) and one who can engage with the audience through conversations, games to maximize spectator interest for the event at each of the venues. MC must have experience of hosting 2 large scale sporting events which require mass engagement such as Marathons, Pro-Kabaddi, IPL etc ○ EMA will provide at least 2 options of such an MC for each of the sporting venues to the DSYA & SAI for approval. ○ Designated MC will be required to meet officials of KIYG 2021 to discuss the plan of engagement. This plan must include youth-focused activities & interaction between athletes & audience. • DJ: Ensure availability of experienced Disc Jockey (DJs) at the sporting venues with at least 5 years of experience in mixing music & curating playlists. The DJs will be required to: <ul style="list-style-type: none"> ○ Develop a playlist including but not limited to the Khelo Games anthem, the National Anthem and play them as per requirement. ○ Develop and play relevant music during prize distribution/ presentation ceremony ○ Develop an inspired playlist that allows engagement with the spectators during the Games. • Mascots: Providing and ensuring movement of Mascots at the sporting venues for entertaining the spectators as per the requirements. • Miscellaneous: <ul style="list-style-type: none"> ○ PA & Sound systems and Electrical fixtures to be installed and made operational as per FOP/venue setup in consultation with SAI. ○ Ensure important announcements are be made periodically. ○ EMA will strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. ○ Approximate requirement: as per Financial Bid BOQ.
viii.	ICT Hardware and Support	<ul style="list-style-type: none"> • EMA shall develop a plan for deployment and installation of ICT equipment, including LED TV screens in consultation with SAI. • To ensure Wi-fi Enabled High Speed Internet with LAN at all FOPs along with routers, repeaters, switches and other hardware as necessary by the EMA. • EMA will strictly adhere to agreed time-lines and maintain

		<p>records for verification at the time of raising invoice.</p> <ul style="list-style-type: none"> • EMA to ensure proper functioning of all the installed hardware throughout the event • Approximate requirement: as per Financial Bid BOQ.
<p>ix.</p>	<p>Media Operations</p>	<ul style="list-style-type: none"> • Appoint a press coordination agency within seven days from award of work to integrate all stakeholder press & PR initiatives; Local tie up preferable for adequate coverage in local press, assisting accreditation of media persons. • Ensure that the government's "Khelo India Initiative – making sports accessible to all, providing a platform for sporting excellence, creating an environment for sport to thrive in an international level, Talent acquisition & grooming" is the focus of all coverage disseminating around the event. • Cross-promotion of the Khelo India social media tags with the Press Coverage. • Sharing the Press Releases as per requirements of the Khelo India Initiative, especially sending stories of local heroes to various vernacular presses across the country (Total at least 100 such stories) before, during & immediate after the game. • Create and disseminate a timeline of sub-events effective 05th January, 2022 through the games and post event coverage which includes; <ul style="list-style-type: none"> ○ Exclusive newsworthy interviews ○ Inspirational stories ○ Behind the scenes ○ People on top – their vision and thoughts ○ The story so far ○ Social impact reports • All content needs to be cleared with the Marketing & communications Function of Khelo India Initiative to share a focused messaging. • To implement a Social Media Activation Plan with respect to KIYG 2021 by adapting 360-degree approach and ensure big bang digital splash across all key portals and platforms. Such plan to start at least 30 days prior to the start of event on various prominent Social Media Platforms. • EMA must provide 2 senior journalists with a minimum experience of 12 years and 6 writers to feed content to National, Regional and Digital media. • EMA to make a minimum of 5000 coverages throughout the period of the Games. • Ensure any and all negative areas (if any) are identified and notified to all stakeholders at the earliest. • Ensure any and all negative press reports are handled swiftly with corrective action reports. • Ensure daily press releases to maximize event coverage in national & regional dailies, magazines and digital media. • Press briefing will be done by Khelo India. The EMA will make arrangements for press conferences and all necessary material (Media Kits, souvenirs etc.) covering;

		<ul style="list-style-type: none"> ○ Launch event ○ Opening/Closing ceremony ○ Post-match press conferences for all broadcast sports (semi-final onwards) ○ Special cases ● All such events need to be notified and cleared with the Khelo India team. ● Ensure that sufficient media space is allocated to include editorial, advertorial and advertisement content for the event. The intent is to cover the event vision, its build-up by leveraging the quality of action and highlighting the heroes/ records of various disciplines. ● Collated weekly report of coverage to be provided effective 1st week of February 2022, increasing the frequency to daily reports during the games. This data should include coverage on the games until 2 months post the event as well. ● EMA will be required to put in infrastructure for Press Conferences to be conducted from time to time. ● Creation of Social Media Content from site which apart from prints/still photos also include 8-10 videos of 30 seconds each per day of the event. A Social Media War room is to be built for this purpose. ● The Event Management Agency will be responsible for end-to-end delivery of the function. EMA to scope and arrange for necessary manpower, equipment, support etc. for the same on their own. ● EMA to strictly adhere to agreed timelines and maintain records for verification at the time of raising invoice. ● Approximate requirement: as per Financial Bid BOQ.
<p>x. Venue Branding</p>		<ul style="list-style-type: none"> ● Design for indoor stadium FOP to be prepared and shared with the Khelo India Team ● Design for outdoor stadium FOP to be shared Khelo India Team. ● All creative templates and designs for branding elements are to be approved in advance by SAI & DSYA. ● Post final approvals of the branding elements, all approved branding structures, mock-ups and templates need to be collated into a program manual for usage by all partners of SAI. ● Venue directional signage shall start from 1Km radius (all approach roads) to the venue. ● The venue entry and exit gate/arch should be placed/branded at all sporting venues for all sport as specified by SAI ● All entry points to the stadium should have adequate branding for the events, seating arrangements and other specific areas e.g. Security, medical room, press conference area, accreditation, catering lounges, playing arena, mixed zones or any other area identified. ● All players' room, gym, coaches' rooms, stores etc. and any other specified area/room thereon shall be adequately

		<p>branded.</p> <ul style="list-style-type: none"> • The player entry and exit gate/arch should be placed at all venues (all sports) as specified by SAI • The venue/player entry should be aesthetically and thematically designed with colour theme and palette approved by the SAI • Event logo to appear with the host broadcaster credit and event /sponsors logos as a standard template. The creative designs for such structures will be approved by SAI. • All FOPs should have appropriate FOP branding like other international sports event. • The Vinyl requirements include but are not limited to branding space on buses, outside of the Stadia and any other space as maybe required. • Venue of the Games includes all FOPs outside of designated Sporting Complexes in and around Tau Devi Lal Stadium, Haryana. EMA needs to provide specified Branding to the venues as per instructions of SAI. • The Event Management Agency will be responsible for end-to-end delivery of the function. EMA to scope and arrange for necessary manpower, equipment, support etc. for the same on their own. • EMA to strictly adhere to agreed timelines and maintain records for verification at the time of raising invoice. • EMA is responsible for the removal of all branding. • Approximate requirement: as per Financial Bid BOQ.
<p>xi.</p>	<p>Venue Overlays</p>	<ul style="list-style-type: none"> • The EMA has to come out with a comprehensive plan in consultation with DSYA & SAI and implement the same regarding setting up of overlays at all the venues. The plan to ensure the following: <ul style="list-style-type: none"> ○ Shifting of overlay items from one place to another depending on the game's schedule/fixtures. The cost of logistics including labour, lifts, trolleys etc. In movement of such items shall be factored in the Operations FA. ○ In case the identified overlays items are no longer required at the end of scheduled event, such items are to be removed within 24 hours of end of respective event. ○ DSYA has designed an estimated overlay plan regarding layout of each of the line items encompassing all the venues. These estimated requirements are indicated in the BOQ. The EMA to enhance the same in consultation with SAI and DSYA at the time of execution to ensure maximum utilization of resources. ○ While quoting the price in price-bid, EMA to specify against each of the line items that if the item is provided on rental basis to SAI, or is being purchased/created/installed for the event and is of no use to the vendor after closing of event (collaterals). In case the line item is purchased for

		<p>the event, EMA shall deposit the same with SAI at the end of event.</p> <ul style="list-style-type: none"> • Since multiple venues have overlapping events with completely different setups, it is the EMAs responsibility to ensure that the venue setup is changed & provided as per the requirements laid out. This requires tight deadlines for venue readiness. • Likewise, at other FOPs, venue setup change/ preparation for different disciplines need to be planned and executed in a way to ensure the start of the next event without any delay as per schedule/fixture (schedule/fixture of multiple events at venues will be provided by KIYG 2021). • EMA will strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice. • Approximate requirement: as per Financial Bid BOQ.
<p>xii.</p>	<p>Venue Operations</p>	<ul style="list-style-type: none"> • EMA to ensure end to end management of operations of all the above-mentioned Functional Areas including manpower, equipment etc. • To assess and deploy adequate workforce for all FAs (Refer Annexure - D) like ACT, Spectator Engagement, Sports Presentation, Accreditation, Venue Branding, Venue Overlays, ICT & Hardware Support, Venue Operations etc. • Workforce of 14 personnel to be provided to SAI/DSYA within 7 days of issue of Work Order till end of Event to facilitate the following: <u>Resource Level 1 (Total requirement – 3):</u> • Overall management of Resource Level 2 • Game time GTCC and DSYA, catering, transportation of athletes, technical officials team officials, chef de mission, deputy chef de missions, state coordinators etc. • Interacting with SAI FA Heads to collate information from KIYG 2021 Operations and learnings thereof • Oversee the function, management, planning, execution, verification & reporting of Operations falling under the scope of the Event Management agency. • Ensure on time delivery and closure of the events. • Closure of Games, verification of operations with proof & reporting in relation to Games. • Any other work assigned by the controlling authority. <u>Resource Level 2 (Total requirement – 11):</u> • Four (4) people to assist GTCC in coordination and management. • Four (4) people to work as Subject Matter Experts in each of the prominent Functional Areas such as Accreditation, Volunteers Operations, Protocol, Sports Presentations etc. • One (1) people to assist AIU in coordination and management • One (2) persons to manage end-to-end Management of Accreditation and Sports Kit Distribution functions to ensure the following:

		<ul style="list-style-type: none"> ○ Assessment of requirements of Sports Kits for KIYG ○ Collation of data regarding quantity and sizes of different stakeholders ○ Communication with vendor to disseminate date ○ Coordination with vendor for timely receipt of Sports Kits ○ Assessment of requirements and arrangement for Main Accreditation Centre where the Accreditation cards and Sports Kits will be distributed ○ Distribution of Accreditation cards and Sports Kits to all stakeholders ○ Management of logistics of Accreditation and Sports Kit Distribution ○ Any other work as allocated by Functional Area Head. <p><u>General:</u></p> <ul style="list-style-type: none"> ● The location of the team & shifting to the 5 (five) cities will be decided by EMA in consultation with SAI. ● The Event Management Agency will be responsible for end-to-end delivery of the function. EMA to scope and arrange for necessary manpower, equipment, support etc. for the same on their own. ● Coordination: To ensure smooth co-ordination & execution of the Event, at least one Subject Matter Expert (SME) of the EMA must be attached to each of the Functional Area Heads and two Senior Coordinators with the KIYG 2021 Games Secretariat. ● Co-ordination with all the stakeholders viz. Broadcast partner, other Event Management Agencies, Govt. Departments, SAI etc. to capture a complete overview of the Games. ● Co-ordination with & support to the GTCC and NSF Representatives responsible for Technical Conduct of the Games. ● Record Management: This includes Delivery Receipts, Inventory Records, Movement of Equipment/Stationary/FFE, and any other item under the scope of work of EMA, to record all operations and activities with relevant photo/documentary evidence to ensure smooth vendor payments. ● Reporting: EMA is expected to create & maintain detailed reports for each functional area. This includes but is not limited to Production reports, Overlays Reporting, Inventory reports, Variance Analysis, Work-force Planning & Deployment of the event. ● Protocol ● Planning and execution of VIP Management Plan ● To create & collate a list of Dignitaries, send out invitations, follow up on arrival ● Co-ordinate with concerned FA head to ensure that travel & itinerary plans are acted upon ● Coordinate with concerned EMA for accommodation & transport as per stature of guest.
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		<ul style="list-style-type: none"> • Prepare a detailed VIP movement plan. • Co-ordination: Overall coordination with all the stakeholders • Athlete Experience: <ul style="list-style-type: none"> ○ Participant's/Athlete's experience of the event shall be of essence to the overall Scope of Work of EMA. ○ A system of intimation to athlete with respect to information about Travel, Stay, Competition Schedule, etc. needs to be put in place by way of putting up an information system. • Miscellaneous: • DSYA will provide only base shell space for the office premises at Sports Complex, Haryana. • Furniture, Fixtures, Equipment, Internet connectivity or any other item required to maintain functional efficiencies shall be managed by the EMA for their own work force. • All planning by EMA is subject to approval of SAI & DSYA. • EMA to submit all the records, photos, videos, stock registers etc. to SAI as and when required. • EMA will strictly adhere to agreed time-lines and maintain records for verification at the time of raising invoice.
<p>xiii.</p>	<p>Post Games Operations</p>	<ul style="list-style-type: none"> • A detailed Legacy Plan to be proposed during presentation. The plan to include preparation and submission of Legacy Reports/deliverables (i.e. master Software/Print, Post Games Reports, Picture Books, Games Master Schedule, Media Reports etc. and other items as committed by the bidder in presentation). • Legacy report to be prepared based on the Standard Operating Procedures for all the functional areas to create system-generated processes. • Master software and print of the legacy reports will be handed over to SAI. Necessary portal and license fees to be borne by the agency. • Deployment of following 4 Nos. of Resources starting from award of work. Such personnel will have to travel on site at Haryana (for KIYG 2021 during the games and post games will have to report at SAI HQ New Delhi when required to undertake a host of post-games activities. These personnel are expected to aid and assist their assigned Officer/G.M/Sr. managers/ Manager in ensuring all vendor closures, payments Creation of Legacy Report, production of post-game presentations. Any other game related activities including co-ordination with States, Colleges, Schools, Athletes, Universities & other stakeholders. The term of this engagement shall be three (3) months including 1 month prior to and games period, 2 months' post game period which may be renewed on unit cost basis for subsequent period (if required) • Printing of Post Games Reports and Media Reports: <ul style="list-style-type: none"> ○ These reports shall be printed in A4 size standard book

		<p>format.</p> <ul style="list-style-type: none"> ○ The formats and material of the deliverable shall be approved by SAI/DSYA. ● Printing of Coffee Table Books: ○ 13" X 11" picture Books with 100 pages, Hardcover, high quality print with gloss finish. The design should be of high quality and finalised in consultation with DSYA ○ The Event Management Agency will be responsible for end-to-end delivery of the function. EMA to scope and arrange for necessary manpower, equipment, support etc. for the same on their own. ● EMA to strictly adhere to agreed timelines and maintain records for verification at the time of raising invoice. ● Approximate requirement: as per Financial Bid BOQ.
<p>xiv.</p>	<p>City Activation</p>	<ul style="list-style-type: none"> ● The EMA to propose a detailed City Activation/ Marketing plan for all the districts of Haryana and KIYG Venues Panchkula, Chandigarh, Ambala, Shahabad and Delhi with an upper limit of value 50 lacs only (inclusive of all costs for installation, rentals etc.). ● Such Plan to suggest activation ideas such as (but not limited to) activation in Malls, Prominent Public Places, Airport, Railway Station, Bus Terminals, Tourist Places, interactive activities etc. ● The Proposal shall be evaluated during Presentation. ● EMA to attach a detailed break-up of the cost of individual elements (such as but not limited to jingles, banners, road show, canter activation etc.) as annexure to Financial Proposal. The requirements may be scaled up or down based on the element wise cost sheet. ● It is clarified that the requirements of City Activation are only indicative in nature and SAI/DSYA reserves the right to place the work order for the same. ● EMA to strictly adhere to agreed timelines and maintain records for verification at the time of raising invoice. ● Approximate requirement: as per Financial Bid BOQ.

G. LIST OF ANNEXURES

S.No	Description	Annexure Reference	Submission
1.	Format of Pre-Proposal Queries	Annexure - A	For Pre-Bid Queries
2.	Event Schedule	Annexure – B	
3.	Category-wise, Day-wise Footfall	Annexure - C	
4.	List of Functional Areas	Annexure - D	
5.	Tender Submission Letter	Annexure - I	Technical Proposal
6.	Bidder's Authorization Certificate	Annexure - II	
7.	Performa for Affidavit	Annexure - III	
8.	Information on Bidder's Organisation	Annexure - IV	
9.	Format for Financial Capacity	Annexure - V	
10.	Relevant Experience & Approach and Methodology	Annexure - VI	
11.	Format of Financial Bid Letter	Annexure - VII	Financial Proposal
12.	Draft form of contract	Annexure - VIII	For the Selected Bidder
13.	Form of Bank Guarantee for Performance Security	Annexure – IX	

H. CHECKLIST FOR TECHNICAL PROPOSAL

S. No	Description	Reference
1.	Tender Submission Letter	Annexure - I
2.	Bidder's Authorization Certificate	Annexure - II
3.	Performa for Affidavit	Annexure - III
4.	Information on Bidder's Organisation Supporting documents such as: <ul style="list-style-type: none"> • Certificate of Incorporation • GST Registration • PAN • TAN • Power of Attorney 	Annexure - IV
5.	Format for Financial Capacity	Annexure - V
6.	Relevant Experience & Approach and Methodology	Annexure – VI
7.	Manpower Deployment Chart (without financial details)	Annexure - E
8.	Tender Document Fee – INR 5,000/-	Data Sheet
9.	e-Service fee – INR 1,000/- + 18% GST	
10.	Earnest Money Deposit (EMD) – INR 40,00,000	

Note: The checklist must be submitted along with the Technical Proposal.

I. CHECKLIST FOR FINANCIAL PROPOSAL

S. No	Description	Remarks
1.	Breakup of City Activation	To be submitted during Financial Bid opening
2.	Breakup for Sports Presentation Ceremony	
3.	Breakup for Games Management fee	
4.	Annexure – VII	
5.	BOQ	Excel to be uploaded

Annexure-A

Format of Pre-Proposal Queries

To

CEO, Khelo India Youth Games
Department of Sports & Youth Affairs,
Govt. of Haryana,
Tau Devi Lal Sports Complex, Sector 3,
Panchkula, Haryana - 134109.

Sub: Engagement of an Event Management Agency for the Event Days of Khelo India Youth Games Haryana 2021

Ref: RFP No.

Dear ...

The following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject RFP. These Clarifications are exhaustive.

S.No.	Clause No. and Page reference	RFP text	Query
1			
2			
...			

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)

Note:
On the Letterhead of the Bidder.

Annexure-B**Event Schedule**

S No	City	Discipline	Days	Venue
1	Panchkula	Athletics	4	Tau Devi Lal Complex (Athletics Ground)
2		Football	3	Tau Devi Lal Complex (Football Ground)
3		Badminton	4	Tau Devi Lal Complex (Badminton Hall)
4		Table Tennis	5	
5		Volleyball	5	Tau Devi Lal Complex (MPH-1)
6		Handball	5	
7		Wrestling	5	Tau Devi Lal Complex (MPH-2)
8		Basketball	5	
9		Kabaddi	5	Tau Devi Lal Complex (MPH-3)
10		Boxing	5	
11		Kho-Kho	5	Cricket Stadium: Panchkula
12		Gatka	3	
13		Thang-Ta	3	
14		Kalaripayattu	3	
15		Yogaasana	3	
16		Mallakhamb	5	
17		Weightlifting	5	Girls College, sector 14 Panchkula
18		Tennis	5	Gymkhana Club, sector 6, Panchkula
19		Judo	4	Red Bishop Hall, Panchkula
20		Hockey	7	Tau Devi Lal Complex (Hockey Field)
21	Chandigarh	Archery	3	Panjab University Ground, Sector 14
2*		Football	6	
22	Ambala	Gymnastics	3	War Heroes Ambala (Phoenix Club)
23		Swimming	5	War Heroes Ambala (Swimming Complex)
24	Delhi	Cycling	5	Cycling Velodrome: Delhi
25		Shooting	4	KSSR Delhi
22*	Shahbad	Hockey	4	Shahbad Hockey Stadium

Annexure-C

Category-wise, Day-wise Footfall

S. No	Discipline	02-Feb	03-Feb	04-Feb	05-Feb	06-Feb	07-Feb	08-Feb	09-Feb	10-Feb	11-Feb	12-Feb	13-Feb	14-Feb (Last Day)	15-Feb
		Day Minus 2	Day Minus 1	Day Minus 0	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10	Day +1
1	Athletics				448	448	448	448	448	448	448				
2	Football											288	288	288	288
3	Badminton		64	64	64	64	64	64	64						
4	Table Tennis							64	64	64	64	64	64	64	64
5	Volleyball	192	192	192	192	192	192	192	192						
6	Handball							256	256	256	256	256	256	256	256
7	Wrestling	336	336	336	336	336	336	336	336						
8	Basketball							192	192	192	192	192	192	192	192
9	Kabaddi	192	192	192	192	192	192	192	192						
10	Boxing							240	240	240	240	240	240	240	240
11	Kho-Kho						192	192	192	192	192	192	192	192	
12	Gatka		256	256	256	256	256	256							
13	Thang-Ta		140	140	140	140	140	140							
14	Kalaripayattu								48	48	48	48	48	48	
15	Yogaasana		90	90	90	90	90	90							
16	Mallakhamb						244	244	244	244	244	244	244	244	
17	Weightlifting			260	260	260	260	260	260	260	260				
18	Tennis					64	64	64	64	64	64	64	64		
19	Judo							224	224	224	224	224	224	224	
20	Hockey		144	144	144	144	144	144	288	288	288	288			
21	Archery								64	64	64	64	64	64	
2*	Football			288	288	288	288	288	288	288	288	288			
22	Gymnastics			208	208	208	208	208	208						
23	Swimming						544	544	544	544	544	544	544	544	
24	Cycling		108	108	108	108	108	108	108	108					
25	Shooting		64	64	64	64	64	64	64						
22*	Hockey		144	144	144	144	144	144	144						
Athletes per Day		720	1730	2486	2934	2998	3978	4954	4724	3524	3416	2996	2420	2356	1040
Support Staff		216	519	746	880	899	1193	1486	1417	1057	1025	899	726	707	312
Technical Officials		84	284	377	424	454	607	790	774	568	538	508	418	388	180
President/Secretary		6	22	28	30	32	36	46	42	32	30	28	24	22	10
Competition Managers		3	11	14	15	16	18	23	22	16	15	14	12	11	5
Total Traffic/Day		1029	2566	3651	4283	4399	5832	7299	6979	5197	5024	4445	3600	3484	1547

Annexure-D

List of Functional Areas

S. No.	Functional Area
1.	Accommodation and Catering
2.	Transportation
3.	Infrastructure
4.	Sports Equipment
5.	Host City Activation
6.	Volunteers
7.	Medical Services
8.	Ceremonies
9.	Permits and Licenses
10.	Safety and Security
11.	Opening/Closing Ceremony
12.	Event Management
a.	Games Operations
b.	Venue Overlays
c.	GTCC Operations & State Coordination
d.	Spectator Engagement
e.	Sports Presentations
f.	Protocol
g.	FOP Branding

Annexure-E

Manpower Deployment Chart

S. No.	Name	Experience (in years)	Functional Area
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

Annexure-I

Tender Submission Letter

To

CEO, Khelo India Youth Games
Department of Sports & Youth Affairs (DSYA),
Government of Haryana
Tau Devi Lal Sports Complex, Sector 3,
Panchkula, Haryana – 134109

Sub: 'Engagement of an Event Management Agency for the Event Days of Khelo India Youth Games Haryana 2021'

Ref: RFP No.

I/ We, the undersigned, offer to provide the above services to DSYA. We are hereby submitting our bid, in a sealed envelope.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) I/We have read carefully the terms and conditions of the tender document attached hereto and hereby agree to abide by the said terms and conditions.
- (c) The bid is unconditional.
- (d) I/We undertake that documents submitted are genuine/authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (e) We shall make available to the DSYA any additional information it may find necessary or require to clarify, supplement or authenticate the Bid.
- (f) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between DSYA and us subject to the modifications, as may be mutually agreed to, between DSYA and us.
- (g) We agree to keep this bid valid for acceptance for a period of one hundred eighty (180) days from the date of opening the bid.

We understand that the DSYA is not bound to accept any tender that the DSYA receives.

Yours faithfully,

Authorised Signatory
(with Name, Designation, Contact no. and Seal)
Note: On the Letterhead of the Bidder.

Annexure-II

Bidder's Authorization Certificate

To

CEO, Khelo India Youth Games
Department of Sports & Youth Affairs,
Govt. of Haryana,
Tau Devi Lal Sports Complex, Sector 3,
Panchkula, Haryana - 134109

Sub: 'Engagement of an Event Management Agency for the Event Days of Khelo India Youth Games Haryana 2021'

Ref: RFP No.

Dear

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorised to sign relevant documents on behalf of the company/ firm in dealing with tender No. _____ dated _____. He/ She is also authorised to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Verified Signature: -

Seal of the Organisation: -

Date: -

Place: -

Note: Please attach the valid power of attorney in favour of the person signing this authorisation letter.

Annexure-III

Performa for Affidavit
(on non-judicial stamp paper of Rs. 100/-)

I _____ Proprietor/Director/Partner of the firm M/s. _____ do hereby solemnly affirm that our firm M/s. _____ has never been blacklisted/debarred by any organization/office and there has not been any work cancelled against them by any Employer for poor performance in the last ten years reckoned from the date of invitation of Bid.

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

Date: _____

Annexure-IV

Information on Bidder's Organisation

S.No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment	
5.	Valid GST Registration No. (Copy of certificate to be submitted)	
6.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
7.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
8.	Telephone No. (with STD Code)	
9.	E-mail id of the Contact Person	
10.	Fax No. (with STD Code)	
11.	Website (if any)	

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

Date: _____

Note: Please attach relevant documents like Power of Attorney, Certificate of Incorporation, GST IN, TAN, PAN.

Annexure-V

Format for Financial Capacity

Financial Year	Annual Turnover from Event Management Services
2017-18	
2018-19	
2019-20	

Note: All figures quoted above shall be substantiated by attaching the copy of Audited Annual Reports or a certificate from a Chartered Accountant.

Annexure-VI**Relevant Experience & Approach and Methodology****Section 1: Relevant Experience in Similar Assignments**

Experience of Agency in providing Event Management services for minimum 6 months

The agency/firm should have **at least six Months' experience and 1 project of relevant experience.**

Relevant experience should include: Managing, Planning & Executing International/National Repute/Sports Event (both for private and government).

S. No	Description of Project / Scope of the work	Contract Duration (Start: MM/YY End: MM/YY)	Name & address of the Client	Total Value of the Contract (INR)	Number of Core Team staff provided (if any)	Number of Professional Staff managed under the contract	Evidence attached (Work Orders/ Completion Certificate/ Contract/ etc.)
1.							
2.							
3.							
4.							
5.							

Supporting documents such as copies of documents as stipulated in the **Eligibility Criteria** to be attached. Assignments that are not supported by documentary evidence shall not be considered for evaluation.

Section 2: Core Team's Qualifications and Experience:

Please provide clear and concise CVs/Resume of proposed team highlighting relevant qualifications and experience related to this assignment.

Generic or unclear CVs and Resume's not customised for this assignment may be scored low.

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references.

Past employment that is not relevant to the assignment does not need to be included.

Period	Employing Organisation and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. xxxxxx deputy minister]		

Language Skills (indicate only languages in which you can work): _____

Experts' contact information : (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of Authorised Person

Signature

Date

The representative of the Consultant
(the same who signs the Proposal)

Section 3: Approach and Methodology

The bidder is expected to provide a detailed Approach and Methodology clearly encapsulating its understanding of the RFP, objectives and tasks expected. This should not exceed a maximum of 20 pages.

1. Technical Approach and Methodology.

{Please explain:

- your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs),

- *the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s)*
- *the role of the Core Team (based on their prior experience in similar projects),*
- *the approach for smooth transition of professionals and support staff from the existing services provider and recruitment of experts for vacant positions*

(Please do not repeat/copy the TORs in here.)

2. Work Plan.

{The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered.

3. Value Adds (if any without any financial implications to the project)

{Please state the value adds you bring to the assignment, based on an actual provision in other assignments, if any}

Annexure-VII

Format of Financial Bid Letter

To

CEO, Khelo India Youth Games
Department of Sports & Youth Affairs,
Govt. of Haryana,
Tau Devi Lal Sports Complex, Sector 3,
Panchkula, Haryana - 134109.

Sub: 'Engagement of an Event Management Agency for the Event Days of Khelo India Youth Games Haryana 2021'

Ref: RFP No.

Dear

Having examined the Bidding Document placed along with tender, we, the undersigned, offer to provide the above services in conformity with the said RFP document and we herewith submit our Financial Bid.

We offer to provide the Services for the sum of **Rs.....(Rupees.....) excluding of all applicable taxes** in accordance with the Price quoted as part of Financial Bid attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide Performance Bank Guarantee for the above purpose within the stipulated time schedule.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by DSYA upto the period prescribed in the Bid which shall remain binding upon us.

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.

We have complied with all the terms and conditions of the RFP. We understand and accept that you are not bound to accept the lowest or any Bid you may receive.

Dated thisDay of.....2021.

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

Annexure-VIII

DRAFT FORM OF CONTRACT

CONTRACT

for

Engagement of an Event Management Agency for the Event Days of Khelo India Youth Games Haryana 2021

Contract No.

Between

DSYA, GoH

and

XXXXXX

Dated: XX XXXXX 2021

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I. CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on XXXXXX 2021, between Department of Sport and Youth Affairs, GoH (hereinafter called the "Employer"), of the First Part and, XXXXXXXXXXXXXXXXXXXX (hereinafter called the "Event Management Agency") of the Second Part.

WHEREAS

- (a) the EMA, having represented to the "Employer" that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this contract;
- (b) the "Employer" has accepted the offer of the EMA to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing schedule
 - Appendix D: Cost Estimates
 - Appendix E: Duties of the "Employer"
 - Appendix F: Performance Bank Guarantee
2. The mutual rights and obligations of the "Employer" and the EMA shall be as set forth in the Contract, in particular:
 - (a) the EMA shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - (b) the "Employer" shall make payments to the EMA in accordance with the provisions of the Contract.

Request for Proposal (RFP) Document, pre-bid clarifications if any and financial proposal shall form part of this contract agreement.

IN WITNESS WHEREOF, the Parties hereto have signed in their respective names as of the day and year first above written.

For and on behalf of <u>DSYA</u>	For and on behalf of XXXXXXXXXXXXXXXXXXXX
_____	_____
Designation	Designation

Witness	Witness
1.	1.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "EMA" means {Name of Agency} that will provide the Services to the "Employer" under the Contract.
- (c) "Contract" means the contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the currency of the "Employer's country."
- (g) "GC" means these General Conditions of Contract.
- (h) "Government" means the Government of Haryana
- (i) "Local Currency" means Indian Rupees.
- (j) "Party" means the "Employer" or the EMA, as the case may be, and "Parties" means both of them.
- (k) "Personnel" means professional services provided by the EMA assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).
- (l) "Reimbursable expenses" means all assignment-related costs as admissible to be reimbursed [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (m) "SC" means the Special Conditions of Contract by which the GC as may be amended or supplemented with the approval of the parties.
- (n) "Services" means the work to be performed by the EMA pursuant to this Contract, as described in Appendix A hereto.
- (o) "Sub-EMAs" means any person or entity to whom/which the EMA subcontracts any part of the Services, with the approval of the Employer.

- (p) "Third Party" means any person or entity other than the "Employer", or the EMA.
- (q) "In writing" means communicated in written form.

1.2. Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the EMA. The EMA, subject to this Contract, has complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible and accountable for the Services performed by them or on their behalf hereunder.

For the limited purpose of purchasing materials and engaging the services of the Third Parties, which are necessary for providing the Services under this Agreement, Employer hereby appoints EMA as its Limited Agent.

Save and except for the "Limited Agency" created under this Agreement, EMA agrees that it is an independent Party and that neither party is the legal representatives of the other and further, EMA Personnel and other Third Party engaged to perform Services under this Agreement are not the employees of Employer.

1.3. Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4. Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5. Notices

1.5.1. 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 authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2. A Party may change its address for notice, hereunder by giving the other Party sufficient time in notice in writing of such change to the address specified in the SC.

1.6. Location: The Services shall be performed mostly in Panchkula, Haryana and where the location of a particular task is not so specified, at such locations, as the "Employer" may approve.

1.7. Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the EMA may be taken or executed by the officials specified in the SC.

1.8. Taxes and Duties: The EMA, shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.9. Fraud and Corruption

1.9.1. Definitions: It is the Employer's policy to require that Employer as well as EMAs observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more EMAs, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract

1.9.2 Measures to be taken by the Employer

- a) The Employer may terminate the contract if it determines at any time that representatives of the EMA were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the EMA having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- b) The Employer may also issue sanction against the EMA, including declaring the EMA ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the EMA has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.9.3 Commissions and Fees

At the time of execution of the Contract, the Consult shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effective Date for Commencement of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the EMA instructing the EMA "to begin carrying out the Services. This notice shall confirm that the conditions precedent and effective conditions, if any, listed in the SC have been met and/or shall be complied within the given time.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period, after the date of the Contract signed by the Parties as specified in the SC, the Employer may, by not less than twenty-one (21) days written notice to the EMA, declare this Contract to be null and void, and in the event of such a declaration by the Employer, neither Party shall have any claim against the other Party with respect thereto.

2.3 Commencement of Services: The EMA shall begin carrying out the Services not later than the number of days, after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

- a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-EMAs or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken:

- a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the EMA, upon instructions by the "Employer", shall either:
 - (i) demobilize, or
 - (ii) continue with the Services to the extent possible, in which case the EMA shall continue to be paid proportionately and on prorated basis, under the terms of this Contract.
- e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension

The "Employer" may, by written notice of suspension to the EMA, suspend all payments to the EMA hereunder if the EMA fails to perform any of its obligations under this Contract or as instructed by the "Employer".

2.9 Termination

2.9.1.1 By the "Employer": The "Employer" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause.

- a) If the EMA fails to respond to a notice of suspension pursuant to Clause GC 2.8 hereinabove.
- b) If the EMA becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the EMA fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d) If the EMA, on due investigation and in the judgement of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

- e) If the EMA submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- f) If the EMA places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g) If the EMA fails to provide the quality services as envisaged under this Contract. The Employer may review at its discretion if so decide to give one chance to the EMA to improve the quality of the services.
- h) If, as the result of Force Majeure, the EMA is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence as aforesaid the “Employer” shall give a not less than fifteen (15) days’ written notice of termination to the EMA.

2.9.2 By the EMA:

The EMA may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of the event specified herein under in clause (a):

- a) If the “Employer” fails to pay any money due to the EMA pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within sixty (60) days after receiving written notice from the EMA that such payment is overdue.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the EMA’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1.1 or GC 2.9.2 hereof, the EMA shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the EMA and equipment and materials furnished by the “Employer”, the EMA shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the EMA:

- a) If the Contract is terminated pursuant to Clause 2.9.1.1 (g), (h), remuneration pursuant to Clause GC 6.3 hereof for Services satisfactorily performed as per the agreed scope prior to the effective date of termination, and reimbursable expenditures for expenditures actually and reasonably incurred prior to the effective date of termination;
- b) If the agreement is terminated pursuant of Clause 2.9.1.1 (a) to (f), the EMA shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the

basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The EMA will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE EMA

3.1 General

3.1.1 Standard of Performance: The EMA shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The EMA shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Sub-EMAs or Third Parties.

3.2 Conflict of Interests: The EMA shall hold the “Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the EMA shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 EMA not to benefit from Commissions, Discounts, etc.:

(a) The payment of the EMA pursuant to Clause GC 6 hereof shall constitute the EMA’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the EMA shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the EMA shall use its best efforts to ensure that any Sub-EMAs, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the EMA, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the EMA shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the EMA in the exercise of such procurement responsibility shall be for the account of the “Employer”.

- 3.2.2 EMA and Affiliates Not to Engage in Certain Activities:** The EMA agrees that, during the term of this Contract and after its termination, the EMA and any entity affiliated with the EMA, as well as any Sub-EMAs and any entity affiliated with such Sub-EMAs, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the EMA's Services for the preparation or implementation of this project.
- 3.2.3 Prohibition of Conflicting Activities:** The EMA shall not engage, and shall cause their Personnel as well as their Sub-EMAs and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality:**
Except with the prior written consent of the "Employer", the EMA and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the EMA and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.3.1 Intellectual Property Rights:**
The EMA may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the EMA owns or has the right to use in performing the service. Notwithstanding the delivery of any reports, the EMA retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the services), and in any working papers compiled in connection with the services (but not any information pertaining to DSYA reflected in them).
- 3.4.1 Liability of the EMA:** Subject to additional provisions, if any, set forth in the SC, the EMAs' liability under this contract shall be provided by the Applicable Law.
- 3.4.2 Insurance to be Taken out by the EMA:** The EMA (i) shall take out and maintain, and shall cause any Sub-EMAs to take out and maintain insurance, at their (or the Sub-EMAs', as the case may be) own cost but on terms and conditions approved by the "Employer", insurance against the risks, and for the coverages specified in the SC, and (ii) at the "Employer's request, shall provide evidence to the "Employer" showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.5 Accounting, Inspection and Auditing:**
EMA agrees to keep full and proper records of all third-party invoices and travel expenses that support charges that have been billed to Employer pursuant to this Agreement ("Records"). Any such Records shall be kept for a period of not less than eighteen (18) months after the relevant transaction or, if the EMA/Employer relationship terminates or expires, eighteen (18) months after the effective date of the termination or expiration, whichever comes first. Upon ten (10) days prior notice to EMA, Employer or its authorized representatives will be entitled to have such Records examined during EMA's normal business hours.
Under no circumstances will Employer have access to EMA's general ledger information, EMA overhead or profitability data or to payroll, salary or bonus information, or timecards or other employee, personnel, and/or individual compensation records, or information indicating the date of payment by EMA of third-party invoices, or internal or external EMA correspondence or communications regarding the keeping of client's records or regarding any other client audit.

- 3.6 EMA's Actions Requiring "Employer's Prior Approval:** The EMA shall obtain the "Employer's prior approval in writing before taking any of the following actions:
- a) Any change or addition to the Personnel listed in Appendix C.
 - b) Subcontracts: the EMA may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the EMA shall always retain full responsibility for the Services. In the event that any Sub-EMAs are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the EMA to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.
- 3.7 Reporting Obligations:** The EMA shall submit to the "Employer" the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.8 Documents Prepared by the EMA to be the Property of the "Employer":** All plans, drawings, specifications, designs, reports, other documents and software prepared by the EMA for the "Employer" under this Contract shall become and remain the property of the "Employer", and the EMA shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The EMA may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the EMA and third parties for purposes of development of any such computer programs, the EMA shall obtain the "Employer's" prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
- 3.9 Equipment, Vehicles and Materials Furnished by the "Employer":** Equipment, vehicles and materials made available to the EMA by the "Employer", or purchased by the EMA wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the EMA shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer's" instructions. While in possession of such equipment, vehicles and materials, the EMA, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.
- 3.10 Equipment and Materials Provided by the EMAs:** Equipment or materials brought into the Government's country by the EMA and the Personnel and used either for the Project or personal use shall remain the property of the EMA or the Personnel concerned, as applicable.
- 4. Event Management Agency**

4.1 General: The EMA shall employ and provide such qualified and experienced Personnel as are required to carry out the Services as are approved by the Employer.

4.2 Description of Personnel:

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the EMA's Key Personnel are as per the EMA's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the EMA by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's" written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by a separate agreement in writing between the "Employer" and the EMA. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-EMAs listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the EMA proposes to use in the carrying out of the Services, the EMA shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs).

4.4 Resident Project Manager: If required by the SC, the EMA shall ensure that at all times during the EMA's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE "EMPLOYER"

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

- a) Provide the EMA with work permits and such other documents as shall be necessary to enable the EMA to perform the Services.
- b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- c) Provide to the EMA any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the EMA for providing the services i.e. service tax or any such

applicable tax from time to time, which increases or decreases the cost incurred by the EMA in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the EMA under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the “Employer”:

(a) The “Employer” shall make available to the EMA and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said **Appendix E**.

(b) In case that such services, facilities and property shall not be made available to the EMA as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the EMA for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the EMA under this Contract, the “Employer” shall make to the EMA such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. PAYMENTS TO THE EMA

6.1 Total Cost of the Services

(a) The total cost of the Services payable is set forth in Appendix D as per the EMA’s proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the EMA in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

S.No	Description	Payment
Amount quoted under in Annexure VII – Financial Bid		
a.	Team Mobilisation	5%
b.	Submission of detailed Work Plan including Operations Plan, Manpower Plan and Risk Assessment Plan	10%
c.	Installation of the Setup at the venues	20%
d.	After completion of the Closing Ceremony in Panchkula	45%

e.	After submission of the photographs, videos, reports, etc.	20%
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6.4 EMA has to ensure that any additional work done by the EMA has to be approved by DSYA in writing, otherwise, it will not be considered for payments.

6.5 All billed items are to be signed off by respective FA Head from SAI/ State regarding quantity, quality and successful completion as per agreed timelines. These need to be backed up by relevant evidence (Photographs, Videos, Lists signed off by Competent Authority). The payment shall be made only after the submission of payment recommendation by the Tender Audit Committee.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the EMA, which has not been settled amicably, any party can refer the dispute for Arbitration under The Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the EMA, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the **Principal Secretary to Government of Haryana, Department of Sports & Youth Affairs, Chandigarh**. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

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

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the EMA. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. LIQUIDATED DAMAGES AND PENALTIES

9.1 The EMA hereby agrees that due to negligence of act of the EMA, if the “Employer” suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and EMA agrees to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall also be applicable under following circumstances:

- a) If the deliverables are not submitted as per schedule, the EMA shall be liable to pay 10% of the total cost of the services for delay of each week or part thereof.
- b) If the deliverables are not acceptable to the Employer and defects are not rectified to the satisfaction of the Employer, the EMA shall be liable for Liquidated Damages for an amount equal to 10% of total cost of the services for every week or part thereof for the delay.

9.4 Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue arising under or in connection with this Agreement.

10. MISCELLANEOUS PROVISIONS:

- (i) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) The EMA shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iii) The EMA shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (iv) The EMA shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the EMA's)

employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the EMA.

- (v) The EMA shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the EMA, in respect of wages, salaries, remuneration, compensation or the like.
- (vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (vii) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the (EMA) for any engagement, service or employment in any capacity in any office or establishment of the Government of India or the Employer.

III. SPECIAL CONDITIONS OF CONTRACT

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	The addresses are: Employer : Attention : EMA : Attention : Telephone : Email :
2	1.8	The Authorized Representatives are: For the Employer: For the EMA:
3	2.3	Commencement of Services:
4	2.4	The time period shall be
5	3.4.1	Limitation of the EMAs' Liability towards the "Employer" Notwithstanding anything to the contrary in this Agreement, in no event shall the EMA be liable, whether in contract or in tort or otherwise for special, punitive, indirect or consequential damages, including without limitation, loss of profits or revenue or goodwill arising under or in connection with this Agreement.
6	3.4.2	The risks and coverage shall be as follows: The Parties agree that the risks and coverages shall include but not be limited to the following; Professional liability insurance, with a minimum coverage equal to the total amount of the contract value except the out of pocket expenses. This liability shall be valid for a period of the one (1) year after

		completion of the services.
7	6.3	The accounts are; For local currency Receiving Bank : ... Account No. : ... IFSC/RTGS Code : .. MICR Code : .. Beneficiary Name : ... Beneficiary Address : ...
8	1.5.2	Any party may change the address for service of notice upon it, by a notice in writing one (1) week prior of such change to the other party.
9	8.3	The Arbitration proceedings shall take place in Panchkula, Haryanai, India.

APPENDIX A – DESCRIPTION OF SERVICES

APPENDIX B - REPORTING REQUIREMENTS

APPENDIX C – STAFFING SCHEDULE

APPENDIX D – COST ESTIMATES

APPENDIX E – Duties of the “Employer”

The Employer shall provide office spaces within the Employer’s office along with work stations, office equipments and stationery items needed for the staff of the EMA as per Appendix C.

APPENDIX F – Performance Bank Guarantee

Annexure-IX

Form of Bank Guarantee for Performance Security

To

Department of Sports & Youth Affairs,
Govt. of Haryana,
Tau Devi Lal Sports Complex, Sector 3,
Panchkula, Haryana - 134109.

WHEREAS _____ [Name and address of the Service Provider] (hereinafter called "the Agency") has undertaken, in pursuance of Contract No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract _____ [Name of contract and brief description of works] (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Agency such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency up to a total of _____ [amount of Guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

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

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Agency or of the Bank.

"This guarantee shall also be operatable at our..... Branch at Panchkula, Haryana, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove.”

- A. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____).
- B. This bank guarantee shall be valid up to _____.
- C. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us, a written claim or demand on or before _____.

Signature and Seal of the Guarantor _____

In the presence of

Name and Designation

1. _____
(Name, Signature & Occupation)

Name of the Bank

Address

2. _____
(Name & Occupation)

Date: