

**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](mailto:kiyg2021-sports@hry.gov.in)

[www.haryanasports.gov.in](http://www.haryanasports.gov.in)

Reference No: 32264 dated 03-Nov-21

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

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

## Table of Contents

NOTICE INVITING TENDER (NIT) .....	4
A. DETAILED NOTICE INVITING E-TENDER.....	5
B. DATA SHEET .....	6
C. INSTRUCTIONS TO BIDDERS.....	7
D. ELIGIBILITY CRITERIA: .....	11
E. EVALUATION CRITERIA: .....	12
F. TERMS OF REFERENCE .....	15
<b>1. Project Background</b> .....	15
<b>2. Objective:</b> .....	15
<b>3. Scope of Services</b> .....	15
<b>Summary:</b> .....	19
G. List of Annexures.....	20
H. Checklist for Technical Proposal .....	20
Annexure-A .....	21
Annexure-I.....	22
Annexure-II.....	23
Annexure-III.....	24
Annexure-IV .....	25
Annexure-V .....	26
Annexure-VI .....	27
Annexure-VII .....	30
Annexure-VIII .....	32
Annexure-IX .....	51

### ABBREVIATIONS

KIYG	Khelo India Youth Games
EMA	Event Management Agency
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

**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](mailto:kiyg2021-sports@hry.gov.in)  
[www.sportsharyana.gov.in](http://www.sportsharyana.gov.in)

RFP No.: 32264

Dated: November 03<sup>rd</sup> 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 Ceremonies of 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 18<sup>th</sup> 2021 up to 14:00 Hrs.

Bidders have to download the Bid documents from the [www.haryanasports.gov.in](http://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, KIYG-2021,  
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	Following events for 4 <sup>th</sup> Khelo India Youth Games Haryana 2021: 1. Launch Ceremony 2. Promotion Ceremony 3. Opening Ceremony 4. Closing Ceremony
2	EMD (to be deposited online)*	INR 24,00,000/- <b>Account Holder Name:</b> Director, Department of Sports & Youth Affairs <b>Bank Name:</b> State Bank of India <b>Account No.:</b> 39454876084 <b>IFSC Code:</b> SBIN0050969 <b>MICR No.:</b> 160002173 <b>Validity period for the EMD</b> will be upto 30 <sup>th</sup> 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 <sup>rd</sup> 2021, 1500 Hrs
6	Expiry Date & Time of bid for EMD submission	November 18 <sup>th</sup> 2021
7	Last date and time for submission of proposals through e-Tender	November 18 <sup>th</sup> 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-2021/32264 Date: November 03 <sup>rd</sup> 2021
2	Submission of pre-bid queries - in Word format	Up to November 10 <sup>th</sup> 2021, 1100 Hrs
3	Pre-bid meeting**	November 10 <sup>th</sup> 2021, 1400 Hrs
4	Response to pre-bid queries	To be communicated later
5	Proposal Due Date	November 18 <sup>th</sup> 2021, 1400 Hrs
6	Technical Proposal Opening Date	November 18 <sup>th</sup> 2021, 1500 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 <a href="https://etenders.hry.nic.in/nicgep/app">https://etenders.hry.nic.in/nicgep/app</a> )
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 are 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:

**C.E.O., Khelo India Youth Games 2021,  
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 Ceremonies 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 **18<sup>th</sup> 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 the form of 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 empanelled by the Sports Authority of India: **RFE Ref.: SAI/KID/RFE/EMA/2018/EXT.**

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	Max Marks	Document/ Evidence Required														
1.	Experience of Agency in undertaking similar* Opening Ceremony (International/National): <ul style="list-style-type: none"> <li>• 5 or more assignments - 05 marks</li> <li>• 7 or more assignments - 07 marks</li> <li>• 10 or more assignments - 10 marks</li> </ul>	10	<b>Work Order/ LOA/ Completion Certificate</b>  (Contract value & scope of work to be mentioned)														
2.	Relevant experience of Agency in undertaking one Opening Ceremony in a sports event (International/National/State): <ul style="list-style-type: none"> <li>• More than 5 crore up to 7 Crore – 05 marks</li> <li>• More than 7 crore up to 10 crore – 07 marks</li> <li>• More than 10 crore - 10 marks</li> </ul>	10	<b>Work Order/ Certificate from Statutory Auditor</b>  (Contract value & scope of work to be mentioned)**														
3.	Relevant experience of the following Agency Personnel in managing opening ceremony of an International/ National repute events. (1 mark each for every event of International Repute and 0.5 Marks each for every National repute event) <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Personnel</th> <th>Max Marks</th> </tr> </thead> <tbody> <tr> <td>Creative Head</td> <td>5</td> </tr> <tr> <td>Production Head</td> <td>5</td> </tr> <tr> <td>Technical Designer (Sound)</td> <td>5</td> </tr> <tr> <td>Technical Designer (Lights)</td> <td>5</td> </tr> <tr> <td>Choreographer</td> <td>5</td> </tr> <tr> <td>MC</td> <td>5</td> </tr> </tbody> </table>	Personnel	Max Marks	Creative Head	5	Production Head	5	Technical Designer (Sound)	5	Technical Designer (Lights)	5	Choreographer	5	MC	5	30	<b>Undertaking Signed and Stamped by the Authorised Signatory of the Bidder.</b>
Personnel	Max Marks																
Creative Head	5																
Production Head	5																
Technical Designer (Sound)	5																
Technical Designer (Lights)	5																
Choreographer	5																
MC	5																
4.	<b>Technical Presentation:</b>  The bidders will have to present the concept for each ceremony. The content should have emphasis around the theme of <b>Azadi Ka Amrit Mahotsav</b> which is an initiative of the Government of India to celebrate and commemorate 75 years of progressive India and the glorious history of its people, culture and achievements.  This Mahotsav is dedicated to the people of India who have not only been instrumental in bringing India thus far in its evolutionary journey but also hold within them the power and potential to enable Prime Minister Modi's vision of activating India 2.0, fuelled by the spirit of Atmanirbhar Bharat.  Azadi ka Amrit Mahotsav is an embodiment of all that is progressive about India's socio-cultural, political and economic identity. The official journey of "Azadi ka Amrit Mahotsav" commenced on 12th March, 2021 which started a 75-week countdown	50#	<b>To be shown in the Technical Presentation</b>														

	to our 75th anniversary of Independence and will end post a year on 15th August, 2023.		
	<ul style="list-style-type: none"> <li>• Creative Theme – 20 marks</li> <li>• Innovation – 10 marks</li> <li>• Technology – 10 marks</li> <li>• Quality of the artists, Performers – 5 marks</li> <li>• Décor, Props, Lighting effects etc – 5 marks</li> </ul>		
<b>Total</b>		<b>100</b>	
<b>Qualifying Marks</b>		<b>70</b>	

**Notes:**

1. \*Similar experience means experience in the following events:
  - Sports
  - Awards function
  - Business summit
 Social events like private parties, marriages, etc shall NOT be considered for evaluation.
2. \*\* If Opening Ceremony is part of a larger mandate, the Scope of Work and contract value for the Opening Ceremony must be submitted.
3. # Marking will be done as per the weightage of the ceremony. e.g. Opening ceremony will be given 85% weightage & other ceremonies (Launch, Promotion & Closing) to be given 5% each.

To assist their presentations, the Bidder will also be expected to give detailed technical specifications of the proposed elements in the following format:

Sr No	Elements	Technical Specification
A	Stage Setup	
B	Music <ul style="list-style-type: none"> <li>• Composition</li> <li>• Recording</li> <li>• Lyrics</li> <li>• Theme Songs</li> </ul>	
C	Décor <ul style="list-style-type: none"> <li>• Stage</li> <li>• Stadium (if required as per creative theme)</li> </ul>	
D	Fireworks	
E	Sound	
F	AV Equipment	
G	Interactive Kits	
H	Special Lighting Effects <ul style="list-style-type: none"> <li>• Laser</li> <li>• Xenon Projection</li> <li>• Water Screen</li> </ul>	
I	Artists/ Performers	
J	Choreographer	
K	Costumes	

	<ul style="list-style-type: none"><li>• Designing</li><li>• Material</li><li>• Stitching</li></ul>	
L	Podium	
M	Torch <ul style="list-style-type: none"><li>• Design</li><li>• Production</li></ul>	
N	Acoustics	
O	Master of Ceremony	
P	Convoy for Torch Relay	
Q	Photographers & Videographers (Minimum of 5 each)	
R	Any other necessary arrangements	

Bidders shall also provide information relating to deployment as per format at Annexure VI.

## 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, Shahabad and Delhi from 05<sup>th</sup> February 2022 –14<sup>th</sup> 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), who can Design, Produce & Conduct a Launch Ceremony, a Promotion Ceremony, a Grand Opening Ceremony and a Closing Ceremony for the Khelo India Youth Games, 2021 **[hereafter also called as "EMA-C"]**. This RFP is specifically for the engagement of an EMA-C. The overall scope of services for Event Management of KIYG 2021 is not included in the Scope of Work of this RFP. 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.	Particular	Scope of Services
1.	Launch Ceremony	<p>The Event Management Agency hired for KIYG 2021 (hereafter called EMA-C KIYG 2021) will conceptualize, organize, manage, fabricate and execute the Launch Ceremony for Khelo India Youth Games Haryana 2021.</p> <p>The EMA-C KIYG 2021 is will be responsible for <b>design, production and supply of wearable mascot kit</b> in two sizes - life size (For a person with height between 5'6" and 6', Quantity: 10) and kid size(Quantity: 4). The EMA-C will also create 3D animation of the mascot.</p> <p>The venue for the ceremony will be the <b>Indradhanush Auditorium Sector 5, Panchkula</b> at a date which will be intimated to the EMA-C on board. The budget of the Launch Ceremony should not exceed <b>INR 1 Crore, exclusive of taxes</b>. The Launch Ceremony will be an evening event which is expected to run for 60 Minutes.</p> <p>Approximately 1,000 guests, including VVIPs, are expected to attend the event. Indicative scope:</p> <ul style="list-style-type: none"> <li>• Design, creation &amp; launch of logo</li> <li>• Design, production &amp; launch of mascot</li> <li>• Launch of jersey</li> <li>• MOU signing – to happen digitally</li> <li>• Speeches by dignitaries</li> <li>• Catering for VVIP guests – formal dinner (150 pax)</li> <li>• 3-minute AV of the event to be prepared after completion of the Ceremony</li> </ul>

<p>2.</p>	<p>Promotion Ceremony</p>	<p>The EMA-C KIYG 2021 will conceptualize, organize, manage, fabricate and execute the Promotion Ceremony for Khelo India Youth Games Haryana 2021.</p> <p>The venue for the ceremony will be in an Indoor Auditorium in Gurugram/Delhi with a capacity of 1000 seat sat a date which will be intimated to the EMA-C on board. The budget of the Promotion Ceremony should not exceed <b>INR 0.50 Crore, exclusive of taxes</b>. The Promotion Ceremony will be an evening event which is expected to run for 60 Minutes.</p> <p>Approximately 1,000 guests, including VVIPs, are expected to attend the event. Indicative scope:</p> <ul style="list-style-type: none"> <li>• Promotional videos</li> <li>• Marketing and publicity</li> <li>• Animations</li> <li>• Speeches</li> <li>• Catering for VVIP guests – formal dinner (150 pax)</li> <li>• 3-minute AV of the event to be prepared after completion of the Ceremony</li> </ul>
<p>3A.</p>	<p>Opening Ceremony – Scope of Work</p>	<p>The EMA-C will conceptualize, organize, manage, fabricate and execute the Opening Ceremony for Khelo India Youth Games Haryana 2021 on 05<sup>th</sup> February 2022(as per the indicative Scope mentioned below). The venue for the ceremony will be the <b>Tau Devi Lal Sports Complex, Panchkula</b> and the budget of the Opening Ceremony should not exceed <b>INR 10 Crore, exclusive of taxes</b>. The OC will be an evening event. Major Scope Elements for the Opening Ceremony are listed below:</p> <ol style="list-style-type: none"> <li>i. The Opening Ceremony will be Conceptualized, Planned, Designed, Organized, Produced, Coordinated, Directed, Managed, Executed and Delivered within a period of <b>80-90</b> minutes (including speeches by VVIPs etc.) in which the core cultural program would be of 60 minutes duration. Minimum two acts in the themes of the proposed acts should be befitting not only to the cultural &amp; social background of Haryana but also portray the holistic development of the State in recent times in sports. The Agency must ensure a seamless transition from one act to another and the proposal should NOT give an impression of acts being forcefully stitched together.</li> <li>ii. Sourcing, appointing, directing and managing of performers and other creative elements of the ceremonies in tandem with KIYG 2021.</li> <li>iii. Monitoring the day-to-day operations for the ceremony.</li> <li>iv. Logistics and production planning for the ceremony.</li> <li>v. Ensuring adherence to all the policies related to the Risk Management, Manpower Management, Safety Management, etc.</li> <li>vi. Liaison with concerned authorities for effective venue management planning, coordination, and execution.</li> <li>vii. All activities to be conducted in relation to the Opening Ceremony are to be created, planned and managed as part of the Ceremony responsibilities, included but not limited to VIP welcome, to interact with the cultural departments, coordinating</li> </ol>



		<p>time for arrival, departure, and marshalling of the athletes and officials for Opening Ceremony including catering services for the crew and performers for rehearsals and the Opening Ceremony.</p> <p>viii. The successful Bidder shall ensure, through high-quality communication and reporting (in writing), that KIYG 2021 is kept informed of issue(s), if any, that may arise and necessitate changes in the scope, variation or delays.</p> <p>ix. Ensure smooth execution production and delivery of the Ceremony in accordance with the requirements of the KIYG 2021.</p> <p>x. Ceremony venue seating layout and planning</p> <p>xi. Sourcing, Accommodation, Catering &amp; Transportation of Artistes.</p> <p>xii. VIP Management: Invitations to be sent out to VIPs &amp; dignitaries in attendance for the Opening Ceremony. VIP Management also includes “host &amp; usher services” to ensure appropriate service levels to the honored guests.</p> <p>xiii. Press Operations: Co-ordination with the Event Management Agency hired for KIYG 2021 (EMA-KIYG 2021) to ensure that the Media Personnel and Press Operations function are effectively incorporated into the Opening Ceremony.</p> <p>xiv. Security Verification: Co-ordination with the EMA-KIYG 2021, State Govt. Police &amp; SPG to ensure that the relevant police verification has been conducted for smooth conduct of the Opening Ceremony.</p> <p>xv. Broadcast Partner: Co-ordination with Broadcast partner to ensure that all parameters for the broadcast of the event have been covered.</p> <p>xvi. Vehicle Movement: Identification of parking facilities for VIPs Officials Media, etc in close co-ordination with EMA-KIYG 2021 for Transportation and City Police.</p> <p>xvii. Venue Signage: Co-ordinate with the EMA-KIYG 2021 to ensure that the direction signage to the venue are deployed and installed in time clearly marking the routes to and from the venue. Also, to ensure installation of in-venue signage for the Opening Ceremony. The signage shall be of Fluorescent material for easy visibility in the night.</p> <p>xviii. Crowd Management: To plan &amp; manage the entry/exit points, other access control points, to manage the spectators at the venue during the event and during the catering to ensure discipline is maintained at all times.</p> <p>xix. Records Management: Consisting of Delivery Receipts, Inventory Records, Movement of equipment, FFE, and any other item for the successful delivery of the event, to record all operations and activities with relevant photo/documentary evidence to ensure smooth payments.</p> <p>xx. Reporting and Documentation: This is an important aspect of Event Management. The Agency is expected to create &amp; maintain detailed reports for the Opening Ceremony, including but not limited to Production reports, Inventory reports, Workforce (Artistes) Planning &amp; Deployment &amp; Legacy Reports with photographs.</p> <p>xxi. 3-minute AV of the event to be prepared after completion of the Ceremony.</p>
--	--	---

		<p><b>Note:</b> The cost of Licenses related to the event is the responsibility of the EMA, GoH can help facilitate.</p> <p><b>Note:</b> The installations and setup for the Opening Ceremony must be cleared up before 12 noon on 06<sup>th</sup> February 2022.</p>
3B	Opening Ceremony – Core production Elements	<ol style="list-style-type: none"> <li>i. VVIP Dias (With Back Drop)</li> <li>ii. Flags (big &amp; small to be used in multiple segments)</li> <li>iii. Main Stage Set-up</li> <li>iv. Ceremonial bands</li> <li>v. Trussing structures as required</li> <li>vi. Gensets /power back up</li> <li>vii. Mechanical equipment as required for structures and production</li> <li>viii. Lights (intelligent lighting, moving lights, conventional lights, moving head, colour changers, gobos, etc.)</li> <li>ix. High end audio video reproduction equipment (high definition projection systems, acoustics, surround sound system)</li> <li>x. Mobilization of Mascots (ceremony sequence)</li> <li>xii. Audio Visual content complimenting the overall theme and concept</li> <li>xiii. Games Torch</li> <li>xiv. World class light display / show</li> <li>xv. Theme Song (Vocal &amp; instrumental versions)</li> <li>xvi. Theme video</li> <li>xvii. Rigging</li> <li>xviii. Composition</li> <li>xix. Recording</li> <li>xx. Lyrics (xx) Theme Song</li> <li>xxi. Overall ceremony venue Decor</li> <li>xxii. Pyrotechnics/Fireworks</li> <li>xxiii. Interactive Kits for spectators Job</li> <li>xxiv. Creative Consultant</li> <li>xxv. Performance by Bollywood Celebrity</li> <li>xxvi. Performance involving National and Local Sports Icons</li> <li>xxvii. Artists (Mass cast, dance troupes, singers, performers etc.)</li> <li>xxviii. Choreographer</li> <li>xxix. Props</li> <li>xxx. Costumes</li> <li>xxxi. Rehearsals</li> <li>xxxii. Podium</li> <li>xxxiii. Acoustics</li> <li>xxxiv. Cabling</li> <li>xxxv. Insurance</li> <li>xxxvi. Local Communication and Transportation</li> </ol> <p><b>Note:</b> The aforesaid list is indicative &amp; not exhaustive in nature. The Bidder is free to add any other necessary arrangements that may be required for the production and implementation of the Ceremony in consultation with the KIYG 2021. The Venue should be ready by 1 day before the day of Opening Ceremony.</p> <p><b>Note:</b> The installations and setup for the Opening Ceremony must be cleared up before 12 noon on 06<sup>th</sup> February 2022.</p>

4.	Closing Ceremony	<p>The EMA-C will conceptualize, organize, manage, fabricate and execute the Closing Ceremony for Khelo India Youth Games Haryana 2021 on 14<sup>th</sup> February 2022.</p> <p>The venue for the ceremony will be the <b>Tau Devi Lal Sports Complex, Panchkula</b> and the budget of the Opening Ceremony should not exceed <b>INR 0.50 Crore, exclusive of taxes.</b></p> <p>The Games Closing Ceremony will be an evening event. Conduct of the Games Closing Ceremony (one stage with VVIP felicitation, MC, Dias, Confetti Blasts etc.) will be in consultation with SAI, DSYA, GTCC and FA head.</p> <p>The EMA-C will prepare a 3-minute AV of the event after completion of the Ceremony.</p>
5.	Other Tasks	The EMA-C will perform any other task as directed by the Employer without altering the BOQ.

**Summary:**

Sr. No	Ceremony	Venue	Budget
1	Launch	Indradhanush Auditorium, Panchkula	INR 1,00,00,000
2	Promotion	Indoor Hall in Gurugram/Delhi (To be confirmed)	INR 50,00,000
3	Opening	Tau Devi Lal Sports Complex, Panchkula	INR 10,00,00,000
4	Closing	Tau Devi Lal Sports Complex, Panchkula	INR 50,00,000

**G. List of Annexures**

S.No	Description	Annexure Reference	Submission
1.	Format of Pre-Proposal Queries	Annexure - A	For Pre-Bid Queries
2.	Tender Submission Letter	Annexure - I	Technical Proposal
3.	Bidder's Authorization Certificate	Annexure - II	
4.	Performa for Affidavit	Annexure - III	
5.	Information on Bidder's Organisation	Annexure - IV	
6.	Format for Financial Capacity	Annexure - V	
7.	Relevant Experience & Approach and Methodology	Annexure - VI	Financial Proposal
8.	Format of Financial Bid Letter	Annexure - VII	
9.	Draft form of contract	Annexure - VIII	For the Selected Bidder
10.	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"> <li>• Certificate of Incorporation</li> <li>• GST Registration</li> <li>• PAN</li> <li>• TAN</li> <li>• Power of Attorney</li> </ul>	Annexure - IV
5.	Format for Financial Capacity	Annexure - V
6.	Relevant Experience & Approach and Methodology	Annexure - VI
7.	Tender Document Fee – <b>INR 5,000/-</b>	Data Sheet
8.	e-Service fee – <b>INR 1,000/- + 18% GST</b>	
9.	Earnest Money Deposit (EMD) – <b>INR 24,00,000</b>	

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

## Annexure-A

### Format of Pre-Proposal Queries

To

C.E.O., 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 Ceremonies 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-I

### Tender Submission Letter

To

C.E.O., 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 Ceremonies 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,

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

## Annexure-II

### Bidder's Authorization Certificate

To

C.E.O., 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 Ceremonies 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 supporting 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 Operations and maintenance 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 Ceremony of 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:**

SNo	Designation
1	<b>Creative Head</b>
2	<b>Technical Designer (Sound)</b>
3	<b>Production Head</b>
4	<b>Technical Designer (Light)</b>
5	<b>Choreographer</b>
6	<b>MC</b>

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)**

<b>Position Title and No.</b>	{e.g., creative head}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**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 Organization and your title/position. Contact info for references	Country	Summary of activities performed <u>relevant</u> 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)

### 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) will 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

C.E.O., Khelo India Youth Games-2021,  
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 Ceremonies 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 INR.....(**Rupees.....**)**including 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 this .....Day of.....2021.

.....  
Name of the Bidder

.....  
Signature of the Authorised Signatory

.....  
Name of the Authorised Signatory

Place: \_\_\_\_\_

**Summary of Costs:**

S. No	Element	Cost in INR	Total
1.	Launch Ceremony Management Fees	Xxx	Xxx
2.	Promotion Ceremony Management Fees	Xxx	Xxx
3.	Opening Ceremony Management Fees	Xxx	Xxx
4.	Closing Ceremony Management Fees	Xxx	Xxx
5.	Any Other Incidental Cost	Xxx	Xxx

**Grand Total = ..... excluding GST**

**Total = ..... (in words.....) including GST**

All work should be carried out in consultation with designated committee of DSYA & SAI for KIYG 2021.  
 The bidders are advised to conduct physical visits to the venue(s) for proper assessment of cost of items.

**Note:**

- a) No conditions should be attached to the Commercial proposal.
- b) The amount should be quoted in both figure and words. In case of discrepancies in the prices mentioned in the figure and word, the prices mentioned in the words shall be considered as final price.
- c) **The cost of all the licenses related to the event will be EMA's responsibility and to be included in the financial bid.**

To assist the presentations, the Bidders will also be expected to give detailed technical Specifications, BOQ & OPEs like Accommodation & Travel of the proposed elements in the following format:

S. No.	Element	Technical Specification	Quantity	Unit Rate	Total
A					
B					
C					
D					
E					
F.....					

I/We accept all the terms and conditions of your Bidding document referred to above.  
 GST at applicable rates will be paid extra.  
 I/ We understand you are not bound to accept any proposal you receive.

.....  
 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 Khelo India Youth Games Haryana 2021**

**Contract No. ....**

**Between**

**DSYA, GoH**

**and**

**XXXXXX**

**Dated: XX XXXXX 2021**



## Contents

<b>I.</b>	<b>Contract</b>	<b>1</b>
<b>II.</b>	<b>General Conditions of Contract</b>	<b>4</b>
1.	General Provisions	4
2.	Commencement, Completion, Modification and Termination of Contract	7
3.	Obligations of the Agency	11
4.	Agency's Personnel and Sub-EMAs	14
5.	Obligations of the Employer	15
6.	Payments to the Agency	16
7.	Fairness and Good Faith	18
8.	Settlement of Disputes	18
9.	Liquidated Damages	19
10.	Miscellaneous Provisions	20
<b>III.</b>	<b>Special Conditions of Contract</b>	<b>21</b>
<b>IV.</b>	<b>Appendices</b>	<b>24</b>
	Appendix A – Description of Services	25
	Appendix B - Reporting Requirements	25
	Appendix C - Staffing Schedule	25
	Appendix D - Cost Estimates	25
	Appendix E - Duties of the Employer	25
	Appendix F – Performance Bank Guarantee	

**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>  _____ <b>Designation,</b>	For and on behalf of XXXXXXXXXXXXXXXXXXXX  _____ Designation.
--	--

Witness	Witness
1.	1.

## II. GENERAL CONDITIONS OF CONTRACT

### a. 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 Consultant 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.

**b. 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 (h) 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”.
- e) If the EMA places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- f) 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.
- g) 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.
- h) 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.

**c. 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 coverage 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’s** 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.

**c. 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.

**d. 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.

#### e. 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
1.	Launch Ceremony (Amount quoted under the same heading in Annexure VII - Financial Bid)	
a.	Team Mobilization	5%
b.	Finalization of the creative of the show	10%
c.	Installation of the Setup at the venue	20%
d.	After completion of the Launch Ceremony in Panchkula	45%
e.	After submission of the photographs, videos, reports, etc.	20%
2.	Promotion Ceremony (Amount quoted under the same heading in Annexure VII - Financial Bid)	
a.	Team Mobilization	5%
b.	Finalization of the creative of the show	10%

c.	Installation of the Setup at the venue	20%
d.	After completion of the Promotion Ceremony in Gurugram/Delhi	45%
e.	After submission of the photographs, videos, reports, etc.	20%
3. Opening Ceremony (Amount quoted under the same heading in Annexure VII - Financial Bid)		
a.	Team Mobilization	5%
b.	Finalization of the creative of the show	10%
c.	Installation of the Setup at the venue	20%
d.	After completion of the Opening Ceremony in Panchkula	45%
e.	After submission of the photographs, videos, reports, etc.	20%
4. Closing Ceremony (Amount quoted under the same heading in Annexure VII - Financial Bid)		
a.	Team Mobilization	5%
b.	Finalization of the creative of the show	10%
c.	Installation of the Setup at the venue	20%
d.	After completion of the Closing Ceremony in Panchkula	45%
e.	After submission of the photographs, videos, reports, etc.	20%

**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.

#### **f. 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.

#### **g. 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. 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.

#### **h. 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 or EMA-C does not follow the approved script by SAI & DSYA, 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.

**i. 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 coverage 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, Haryana,

---

		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: