

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

Email: kiyg2021-sports@hry.gov.in

www.haryanasports.gov.in

Reference No: KIYG-2021/30078 Dated 18.10.2021

**Request for Proposal
for
Engagement of an Event Management Agency for
Accommodation, Catering & Transportation Services for
Khelo India Youth Games Haryana 2021**

Table of Contents

NOTICE INVITING TENDER (NIT)	4
A. DETAILED NOTICE INVITING E-TENDER	5
B. DATA SHEET	5
C. INSTRUCTIONS TO BIDDERS	6
D. ELIGIBILITY CRITERIA:	11
E. EVALUATION CRITERIA:	11
F. TERMS OF REFERENCE	12
1. Project Background	12
2. Objective:	13
3. Scope of Services	13
G. List of Annexures.....	20
H. Checklist for Technical Proposal	20
Annexure-A	21
Annexure-B	22
Annexure-C	23
Annexure-D	24
Annexure-I	25
Annexure-II	26
Annexure-III	27
Annexure-IV	28
Annexure-V	29
Annexure-VI	30
Annexure-VII	32
Annexure-VIII	33
Annexure-IX	35
Annexure-X	56

ABBREVIATIONS

KIYG	Khelo India Youth Games
EMA	Event Management Agency
ACT	Accommodation, Catering & Transportation
DSYA	Department of Sports & Youth Affairs, Government of Haryana
GoH	Government of Haryana
BG	Bank Guarantee
PBG	Performance Bank Guarantee
CP	Continental Plan
MAP	Modified American Plan
AP	American Plan
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
www.sportsharyana.gov.in

RFP No.: .KIYG-2021/30078

Dated: **October 18th 2021**

NOTICE INVITING TENDER (NIT)

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

The interested bidders should submit their bids online and physical copies of **only technical proposal** to Tau Devi Lal Sports Complex, Sector 3, Department of Sports & Youth Affairs, Govt. of Haryana, Panchkula, Haryana - 134109, on or before November 09th 2021 up to 11:00 Hrs.

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

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

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

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

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

A. DETAILED NOTICE INVITING E-TENDER

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

Sr. No.	Information	Details
1	Description of Work	Following services for 4 th Khelo India Youth Games Haryana 2021: 1. Accommodation 2. Catering 3. Transportation 4. ACT Management
2	EMD (to be deposited online)*	60,00,000/- Account Holder Name: Director, Department of Sports & Youth Affairs Bank Name: State Bank of India Account No.: 39454876084 IFSC Code: SBIN0050969 MICR No.: 160002173 Validity period for the EMD will be upto 30 th June, 2022
3	Tender Document Fee*	5,000/-
4	e-Service Fee (to be deposited online)	1,000 + 18% GST
5	Start Date & Time of Bid Preparation and Submission	October 18 th 2021, 1900 Hrs
6	Expiry Date & Time of bid for EMD submission	November 08 th 2021, 1800 Hrs
7	Last date and time for submission of proposals through e-Tender	November 09 th 2021, 1100 Hrs

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-2021/30078 Date: October 18 th , 2021
2	Submission of pre-bid queries - in Word format	Up to October 25 st 2021, 11:00 Hrs
3	Pre-bid meeting**	October 25 th 2021, 1500 Hrs
4	Response to pre-bid queries	October 27 th 2021
5	Proposal Due Date	November 09 th 2021, 11:00 Hrs
6	Technical Proposal Opening Date	November 09 th 2021, 12:30 Hrs
7	Technical Presentation	November 11 th 2021, 11:00 Hrs

8	Financial Proposal Opening	November 12 th 2021, 16:00 Hrs
9	Letter of Award (LOA)	To be communicated later
10	Signing of Agreement	Within 2 weeks of acceptance of LOA
11	Office Address - Venue for pre-bid meeting, opening and evaluation of Bids	Department of Sports & Youth Affairs Govt. of Haryana Tau Devi Lal Sports Complex, Sector 3, Panchkula, Haryana - 134109
16	Contact Details	Contact Person: Mr. Rajesh Kumar, Superintendent Email id: kiyg2021-sports@hry.gov.in Mobile No: +91 7717307781
17	Tender Documents on Website	URL for e-tender https://etenders.hry.nic.in/nicgep/app
18	Method of Selection	Quality and Cost Based System (QCBS) (70:30)
19	Bid Validity Period	90 days

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

C. INSTRUCTIONS TO BIDDERS

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

5. The bidder shall not make or cause to be made by any alternation, erasure, or obliteration to the text of the RFP document.

6. Any privately held company or LLP is allowed to submit its bid for the RFP. The bidder may be a Single Entity or a Joint Venture/ Consortium of maximum 2 entities.

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 (/ Rs.), and payment under this contract will be made in Indian National Rupee (/ 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
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. 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 Accommodation, Catering and Transportation Services for 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 **09th November 2021 up to 11:00 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:

$$S = St \times 70\% + Sf \times 30\%.$$

- 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 Bank Guarantee from a scheduled Bank 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-X**.
- 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:

Bidders must read carefully the conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following Minimum Eligibility Criteria:

Criteria	Requirements	Documentary Evidence
Legal Entity	The bidder may be a single Business Entity or consortium/JV. For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act, 1956 or 2013 or a Partnership Firm registered under the Limited Liability Partnership Act of 2008 or Indian Partnership Act, 1932, The agency should have a track record of providing relevant services related to Accommodation, Catering & Transportation for at least 10 years as on March 31, 2021 – in case of Lead Bidder.	Certificate of Registration/ Incorporation(s)
Financial Capacity	The bidder should have a minimum annual turnover of 10 Crore over the previous three financial years. (FY 2017-18, 2018-19 and 2019-20) – for Lead Bidder.	Certificate from statutory auditor/audited financial statements for the three previous financial years.
Bidder Experience	The Bidder should have experience of providing Accommodation or Transportation services of any national or international event to at least 1 Central/State Department in India within the last with minimum contract value of 10 Crore.	Work Order/LOA (Contract value & scope of work to be mentioned)

E. EVALUATION CRITERIA:

Sl. No.	Criteria	Max Marks	Document/ Evidence Required
1.	Relevant experience of Agency in undertaking Accommodation or Catering or Transportation assignment (International/National/State): <ul style="list-style-type: none"> ○ 3-5 similar assignments - 5 marks ○ 6-8 similar assignments - 7 marks ○ 9 or more similar assignments - 10 marks 	10	Work Order/ Client Certificate/ Completion Certificate/ Certificate from Statutory Auditor
2.	Relevant experience of Agency in undertaking	20	Work Order/ Certificate

	sports assignment for Accommodation or Transportation or ACT (International/National event) (number of assignments): <ul style="list-style-type: none"> ○ 1-3 similar assignments – 10 marks ○ 4-5 similar assignments - 15 marks ○ 6 or more similar assignments - 20 marks 		from Statutory Auditor
3.	Relevant experience of the Agency in managing & providing accommodation services for the following number of nights for the last 3 years i.e. 2018-19, 2019-20, 2020-21 <ul style="list-style-type: none"> ○ More than 80000 upto 100000 - 10 marks ○ More than 100000 upto 150000 - 15 marks ○ More than 150000 – 20 marks 	20	Work Order/ Certificate from Statutory Auditor
4.	Relevant experience of the Agency in providing in-house or outdoor catering (i.e., Veg, Non-Veg, South Indian, North Indian, Chinese, Continental, etc.) for the following number of years. The number of years shall be reckoned as on 31 st October 2021. <ul style="list-style-type: none"> ○ More than 3 years upto 5 years – 10 Marks ○ More than 5 years upto 7 years- 15 Marks ○ More than 7 years – 20 Marks 	20	Notarised Copies of certificates, evidencing involvement and experience with similar Events or similar job done related to the Scope of Work mentioned.
5.	Relevant experience of the Agency in providing passenger vehicles on hire on monthly basis to Central Government, State Government & Private Organizations for the following number of people on any single day <ul style="list-style-type: none"> ○ More than 1000 upto 3000 - 5 marks ○ More than 3000 upto 5000 - 7 marks ○ More than 5000 – 10 marks 	10	Notarised Copies of certificates, evidencing involvement and experience with similar Events or similar job done related to the Scope of Work mentioned.
6.	Technical Presentation <ul style="list-style-type: none"> ○ Approach and Methodology for each vertical; Accommodation, Catering & Transportation ○ Work Plan and Roadmap for the deliverables ○ Management Solutions for ACT 	20	Technical Presentation
Total		100	
Qualifying Marks		70	

Notes:

Proposal should not include any financial details.

In case of JV or Consortium, same documents to be submitted.

F. TERMS OF REFERENCE**1. Project Background**

The Ministry of Youth Affairs and Sports (MYAS) Government of India, the Department of Sports & Youth Affairs, Govt. of Haryana, and the Sports Authority of India, intend to jointly conduct the fourth edition of the 'Khelo India Youth Games' ("KIYG") under the 'Khelo India' initiative. The event is

scheduled to be held in various locations in and around Tau Devi Lal Sports Complex, Panchkula, Ambala, Shahbad and Delhi from 05th February 2022 – 14th February 2022 and will be organized in the U-18 age group with participation from 28 (twenty-eight) states and 8 (eight) Union Territories of India. The dates mentioned here are tentative and change (if any) in the same will be communicated to the bidders.

This will be a multi-venue, multi-sport event. A tentative event schedule is given in Annexure B

2. Objective:

The objective of this RFP is to engage an Event Management Agency (EMA), who can provide and manage Accommodation, Catering & Transportation Services for the Khelo India Youth Games, 2021 [hereafter also called as “EMA-ACT”]. This RFP is specifically for the engagement of an EMA-ACT. 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.	Accommodation	<p>The Event Management Agency hired for KIYG 2021 (hereafter called EMA-ACT KIYG 2021) will be solely responsible to plan, finalise and book the accommodation for all athletes, technical officials and dignitaries for Khelo India Youth Games Haryana 2021.</p> <p>The indicative scope is provided below:</p> <p>A. Dates: 4th February to 16th February 2022</p> <p>B. Location: Panchkula/Zirakpur/Ambala/Chandigarh/Delhi</p> <p>The Bidder should plan for the accommodation as per the Financial Bid based on the room type (standard, deluxe, suite), meal plan (CP, MAP, AP), hotel rating (3 star, 4 star, 5 star) and occupancy type (single/double/triple). A detailed day-wise footfall for accommodation is provided in Annexure C.</p> <p>C. Room Requirement:</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Essential Service Requirement</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Tea/Coffee Maker with Accompaniments</td> </tr> <tr> <td>2.</td> <td>Minerals Water facility (daily two bottles of at least 2 ltr per person)</td> </tr> <tr> <td>3.</td> <td>Bath towel</td> </tr> <tr> <td>4.</td> <td>Hand Towel</td> </tr> <tr> <td>5.</td> <td>Toilet Roll</td> </tr> <tr> <td>6.</td> <td>Shower Gel / Soap</td> </tr> <tr> <td>7.</td> <td>Press iron & stand facility</td> </tr> <tr> <td>8.</td> <td>Daily housekeeping of room</td> </tr> <tr> <td>9.</td> <td>Restaurant/ Dining facility</td> </tr> <tr> <td>10.</td> <td>In house Laundry facility</td> </tr> <tr> <td>11.</td> <td>Geyser/hot & cold water facility</td> </tr> <tr> <td>12.</td> <td>Power Backup facility in the rooms</td> </tr> <tr> <td>13.</td> <td>Air Conditioner/Room heater in the rooms TV with cable connection</td> </tr> <tr> <td>14.</td> <td>Unlimited Wi-Fi/ Internet Service</td> </tr> </tbody> </table>	S. No.	Essential Service Requirement	1.	Tea/Coffee Maker with Accompaniments	2.	Minerals Water facility (daily two bottles of at least 2 ltr per person)	3.	Bath towel	4.	Hand Towel	5.	Toilet Roll	6.	Shower Gel / Soap	7.	Press iron & stand facility	8.	Daily housekeeping of room	9.	Restaurant/ Dining facility	10.	In house Laundry facility	11.	Geyser/hot & cold water facility	12.	Power Backup facility in the rooms	13.	Air Conditioner/Room heater in the rooms TV with cable connection	14.	Unlimited Wi-Fi/ Internet Service
S. No.	Essential Service Requirement																															
1.	Tea/Coffee Maker with Accompaniments																															
2.	Minerals Water facility (daily two bottles of at least 2 ltr per person)																															
3.	Bath towel																															
4.	Hand Towel																															
5.	Toilet Roll																															
6.	Shower Gel / Soap																															
7.	Press iron & stand facility																															
8.	Daily housekeeping of room																															
9.	Restaurant/ Dining facility																															
10.	In house Laundry facility																															
11.	Geyser/hot & cold water facility																															
12.	Power Backup facility in the rooms																															
13.	Air Conditioner/Room heater in the rooms TV with cable connection																															
14.	Unlimited Wi-Fi/ Internet Service																															

		<p>Note: The rates quoted will be valid for one (1) year from the date of signing of LOA.</p> <p>D. Help Desk Successful bidder shall establish a help desk in each hotel premises. It shall be manned for 24 hours in shifts. If the successful bidder will provide accommodation for 25 persons or less, the help desk shall be manned by one person. For accommodation in respect of 26 – 50 persons, help desk shall be manned by two persons. For accommodation in respect of 51 persons or more, help desk shall be manned by three persons. The help desk shall have a multi-function printer, stationery like paper, Pen, Pencil, Stapler etc. The multifunction printer will have ability to scan, colour print, and photocopier. The help desk shall have a laptop, and internet / wifi facility. A notice board also be provided where day to day instructions shall be displayed for information to the participants</p> <p>E. Cancellation</p> <ul style="list-style-type: none"> • The exact requirement of rooms shall be provided to the successful bidder at the earliest i.e. 15 days before the commencement of the Games. The bidder shall provide tentative booking details for the said requirement within 10 days of issue of the letter for such requirement. • If rooms are surrendered 15 days before the commencement of the games: no charge shall be payable to the successful bidder; • If rooms are surrendered 14-04 days before the commencement of the games: 10% charge shall be payable to the successful bidder • If rooms are surrendered 03-02 days before the commencement of the Games: 20% charge shall be payable to the successful bidder • If rooms are surrendered 01 days before the commencement of the games: 30% shall be payable to the successful bidder. • If rooms are surrendered less than 24 hours before the commencement of the Games: 50% charge shall be payable to the successful bidder • Check in time will depend on the arrival time of train / bus / flight and accordingly early check-ins will have to be permitted. • The successful bidder will have to comply with all statutory requirements / obligations as per the law of the land including food inspection, etc. <p>Note: All documents should be submitted in PDF format</p> <p>F. Others:</p> <ol style="list-style-type: none"> i. Bidder should be able to provide accommodation to a minimum of 40 personnel in one hotel & one state contingent should be accommodated preferably in a maximum of 5 Hotels. ii. Hotel should be well-connected and easily accessible for all kinds of transport vehicles, including buses.
2.	Catering	The EMA-ACT KIYG 2021 will be solely responsible to plan, direct,

	<p>control and deliver catering services for different categories of services. The Agency shall ensure that the catering services are consistent with customer and client expectations at the outlined venues during the Games. The KIYG 2021 are scheduled from 5th February to 15th February 2022. The Agency is required to provide the service from:</p> <ol style="list-style-type: none"> i. Pre-Competition Days: 3th February 2022 ii. Competition Days: 4th February to 15th February 2022 iii. Post-Competition Days: 16th February 2022 <p>The EMA-ACT will provide services with the required level of staff and equipment at the venues to all groups as per details given in Annexure C.</p> <p>The breakfast has to be included in the accommodation package. In-stadia catering schedule for breakfast will be provided as the games schedule for the athletes competing in the morning.</p> <p>A. Tentative menu for the meals is as follows:</p> <p>FOR LUNCH/ DINNER</p> <ul style="list-style-type: none"> ➤ Mixed green Salad, Curd or Raita, Roti/chapati, Naan, Daal fry, Boiled Rice, Vegetable Pulao, Masala papad, Lemon Pickle, Mango Pickle, water. or equivalent.and ➤ 1 hot dish out of – Mix vegetable / Seasonal vegetable/ Vegetable Kofta, Paneer dish / Malai Kofta, Kadhi/Peas Mushroom OR equivalent. And ➤ 1 hot dish out of – Chicken/Mutton/Fish dish with gravy as an option. OR equivalent. And ➤ 1 dessert out of – GulabJamun)/ Rasgulla / RasMalai, Pastry / Chocolate Brownie, Ice cream (butterscotch / chocolate) OR equivalent. <p>FOR BREAKFAST</p> <ul style="list-style-type: none"> ➤ 2 hot dishes out of –Idly with sambhar and coconut chutney + vegetable/tomato chutney + masala powder/Dosa with sambhar and coconut chutney vegetable/tomato chutney + masala powder/Upma with sambhar and coconut chutney vegetable/tomato chutney + masala powder/Vermicelli with vegetables/stuffed potato paratha/Poha / Puri and Sabzi OR equivalent. And ➤ 1 out of – Omelette / Boiled egg / Poached Egg/Egg Bhurji/French toast OR equivalent. <p>FOR EVENING SNACKS</p> <ul style="list-style-type: none"> ➤ 1 out of samosa/ veg sandwich/ cheese pakora/ vegetable pakora/bread pakora ➤ 1 out of cake/ muffin/chicken sandwich ➤ Tea/ Coffee with milk/ without milk <p>Water to be provided with all types of meals and water dispenser of 20 Liters to be kept in all lounges through-out the day.</p> <p>EMA-ACT shall be provided with the following facilities by KIYG 2021</p>
--	--

		<p>at the stadium venue:</p> <ul style="list-style-type: none"> ➤ Designated lounges/ areas for Athletes, Volunteers, Officials etc., which are specified and demarcated. ➤ Basic overlays with canopy containing furniture like dining / serving tables, Chairs/Tables/ wash basins etc. <p>Note: Serving Bowls, Cutlery, Crockery, have to be arranged by the bidder.</p> <p>B. General Principles</p> <ul style="list-style-type: none"> • The menu mentioned above is indicative and is applicable to both in-stadia and in-hotel catering • Tentative ratio of non-veg/ veg meals to be served may be considered 50:50. • All food and water will be subject to inspection by food inspector(s) / representative of the KIYG 2021. • Utmost cleanliness and hygiene will be maintained at all times in entire premises and at the respective competition venues, where meals are served. The disposal/ management of the garbage/ food waste generated at the premises, i.e. hotel or sporting venue, shall be the responsibility of the bidder and the bidder will work in close coordination with other agencies in this regard. • All food and water will be subject to the guidelines of NADA/ WADA • There will be sufficient amount of crockery and cutlery for each of the Buffet meals. • FSSAI/FAO/PFA approved food items should be used /provided. • Low fat and full cream milk products should be labelled separately while serving. • While serving cut fruits on demand, the fruits should be cut while serving. • Olive Oil for salad dressing and Sunflower/Safflower oil for cooking should be used. No Trans-fatty oils will be used while preparing food nor will they be added to any item of food. • Alcoholic beverages shall be strictly prohibited. • Use of single use plastic is banned at the event venues. <p>Note: While an indicative menu is provided, the Bidder must submit a detailed menu as part of the Technical Proposal.</p>
3.	Transportation	<p>The EMA-ACT will plan, schedule and execute the Transportation services for Khelo India Youth Games Haryana 2021.</p> <p>The indicative scope is provided below:</p> <p>A. Dates: 4th February to 16th February 2022</p> <p>B. Location: Panchkula/Ambala/Chandigarh/Delhi</p> <p>C. Vehicle Details & Requirement: Refer Annexure D.</p> <p>D. General Conditions</p> <ul style="list-style-type: none"> • Meals for the drivers will be the responsibility of the EMA-ACT. • Along with the list above, Bidder needs to furnish photocopies of RC/Fitness certificate and permits. • In case bidder has aggregated the vehicles by entering into

		<p>agreement (s) with other vehicle owners / transport agencies/ other sources, the name of the transport agency/ other sources with which vehicles have been owned /hired through agreements, copies of the agreements must be submitted to the KIYG 2021 as and when directed.</p> <ul style="list-style-type: none"> • The minimum assured Kilometers for operation for Buses / Hatchbacks/ Sedans/ SUVs during the entire course of the event shall be 100 Kms & the minimum operating time assured is 12 hours each day for all categories of vehicles. The bidder shall make vehicles available for operations as per instructions of the KIYG 2021. Payment will be made on the basis of actual use of vehicles. • The "kilometers run" will be worked out on daily basis. Data from the odometer will be recorded at the time of reporting at transport hub or at any other designated place and at the time of releasing the vehicle after completion of duty for the day either at the transport hub or at any other designated place. The fuelling of the vehicle has to be done by the bidder at his/her own cost during the idle time without affecting the activities/requirements of the games authority. The buses and cars will be parked at assigned place (s) identified by KIYG 2021 for operation. • For Dead Kilometers as operated by the Bidder for the purpose of maintenance of the vehicle will be recorded separately and will not be paid by KIYG 2021. The Bidder has to ensure that the bus/car does not break down due to diesel/petrol and/or lubricant shortage whiles the vehicle in operation for the whole day. • The Bidder shall provide the Cars & buses with full fuel tank at the time of the starting of the contract period and shall also be responsible for the day to day maintenance, including washing and cleaning of the vehicle. • KIYG 2021 will require the vehicles on hire over a tentative period of 12-15 days. Actual requirement of the vehicles shall be communicated to the bidder 15 days before the start of the games. Bidder will be bound by all the conditions of the KIYG 2021 till the agreement is in force. • All vehicles shall be covered under comprehensive insurance from any insurance company during the lease period at its cost. The Bidder must ensure that the insurance policy should always remain in force during the operations/contract period and further, without prejudice to above; the Bidder shall permanently indemnify the KIYG 2021 for all accident compensation claims lodged against it. • KIYG 2021 shall under no circumstances be made liable or responsible by the bidder to pay compensation that may be awarded by Motor Accident Claim Tribunal or Tribunals in respect of accidents. • It will be the responsibility of Bidder to ensure that the driver maintains close coordination with officials of KIYG 2021 detailed for duty in the Transportation Functional Area, provides facilities to the travelers and ensure that the travelers are not put to any inconvenience. The driver and attendants shall be courteous with travelers and also with KIYG 2021
--	--	---

		<p>/Officials /Staff, Athletes/ Dignitaries etc.</p> <ul style="list-style-type: none"> • The Bidder shall not employ any person as a driver for operating a Car/bus on hire basis who was earlier removed or dismissed for having criminal background. The driver shall know to read and speak English and Hindi languages. The Police verification of driver will be done prior to execution of contract and document to this effect submitted to this office. • The driver shall be provided with an identity card with photo attested by the Bidder and counter stamped by KIYG 2021. The Bidder shall furnish photocopy of the Vehicle Documents & driving licenses of the driver to KIYG 2021. The bidder shall submit the passport size photograph of the driver and other staff. • The Bidder shall bear the cost of the driver including his wages, daily allowance, etc. The Bidder shall also bear the cost of the diesel/petrol for vehicles supplied. • The driver shall scrupulously follow the instructions issued by KIYG 2021 from time to time. As and when the KIYG 2021 finds behavior and conduct of the driver questionable/ unbecoming and any act of indiscipline driver will be liable for removal from the operation due to misconduct such as: <ul style="list-style-type: none"> i. Driver found under influence of alcohol. ii. Serious misconduct with Public/ Traveler. iii. Rash / dangerous driving enroute as per the opinion of the traveler. • In the event of a driver being removed for such conduct, the responsibility of the Bidder shall be to provide substitute driver forth with failing which the penalty of Rs. 2500/-per day will be charged. Such vehicle without driver will not be considered for payment of hire charges for the day/rest of the contractual period as may be decided by the KIYG 2021. • The Bidder shall keep the Car/buses road worthy and clean as mentioned in Chapter-VII of the Motor Vehicle Act, 1988 and Rules made there under from time to time. • The hired vehicles will be parked at the Hub as facilitated by KIYG 2021 or at any place convenient to the bidder at the risk of the bidder. KIYG 2021 shall have liberty to ply the vehicles for night out halt as per the scheduled requirement. The decision of the KIYG 2021 will be final. • In case of break down, the service provider will have to replace /provide substitute suitable vehicle immediately within 2 (two) hours of breakdown. Otherwise a penalty of Rs 3,500/- per day will be levied and the service provider will not be paid the hire charges for the cancelled Kms. of that particular day's schedule/rest of the contractual period as may be decided by the KIYG 2021. • KIYG 2021 shall pay the TSP rental/ hire charges which shall include fuel cost for 100 km running of the vehicles and taking 12 hours as minimum operation time each day. • For actual Kilometers operated beyond 100 kms & beyond 12 hours of operating time for all categories of vehicles, KIYG 2021 shall pay the TSP contract hire charges as per the extra rates specified in Work Order/ agreement. • KIYG 2021 shall have right to deduct the penalties or fine
--	--	--

		<p>levied against the bidder, from the amount due to Bidder either from hire charges or Bank guarantee/Security deposit.</p> <ul style="list-style-type: none"> • The vehicles shall display Khelo India Stickers on both sides (of the car/bus) as per the designs approved for KIYG 2021. Branding material will be provided by KIYG 2021/SAI. No vehicles shall be allowed to operate without proper branding provided by KIYG 2021/SAI. • The Bidder shall maintain a vehicle log book given by KIYG 2020 indicating date-wise operational particulars, which should be signed by drivers, bidder or his authorized representative and attested by the authorized officials of KIYG 2021 on daily basis. • All vehicles shall be mounted with GPS Tracking System. Bidder should establish a Control room for tracking all the vehicles on real time basis. Location of the control room shall be recommended by KIYG 2021. • KIYG 2021 authority shall stick VAPPs (Venue Access Permit Pass) on buses and cars. • Bidder shall be responsible for compliances of all statutory requirements including but not limited to minimum wages, maximum duty hours for the manpower deployed. • The bidder shall be responsible to ensure compliance with all environmental requirements and shall also be responsible for the removal and disposal of liquid waste and solid waste material generated in the areas allocated to the bidder. • DSYA reserves the right to accept or reject one or all tender without assigning any reason hereof.
4.	ACT Management	<p>EMA-ACT will provide supervision by dedicated Senior Management of successful bidder for overall functions and end-to-end coordination of the Functional Areas.</p> <ul style="list-style-type: none"> • This will necessitate obtaining arrival plans of various stake holders from the KIYG-2021 and transportation plans of athletes/ officials from hotel to games venue and back and making room allotment and arranging breakfast, lunch and dinner for the athletes, support staff, officials etc (suggestions are illustrative only). • Organizing all the hotels selected for accommodation in 8-10 clusters and having minimum one Cluster Manager to be in overall charge of the hotel clusters. • The Cluster Manager will supervise end-to end coordination of ACT in his/ her cluster. For every 5 hotels in a cluster, at least one Coordinator will have to be appointed who will ensure end-to-end supervision of AC in the hotels assigned to him/her. • Daily report of occupancy of each hotel, In-stadia catering & Vehicle usage are to be submitted to FA Head KIYG 2021 by the next day.

G. List of Annexures

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

H. Checklist for Technical Proposal

S. No	Description	Reference
1.	Tender Submission Letter	Annexure-I
2.	Bidder's Authorization Certificate	Annexure-II
3.	Performa for Affidavit	Annexure-III
4.	Information on Bidder's Organisation Supporting documents such as: <ul style="list-style-type: none"> • Certificate of Incorporation • GST Registration • PAN • TAN • Power of Attorney 	Annexure-IV
5.	Format for Financial Capacity	Annexure-V
6.	Relevant Experience & Approach and Methodology	Annexure-VI
7.	Details of Rooms offered	Annexure-VII
8.	Detailed Menu	As per indicative menu in Scope of Services
9.	Tender Document Fee – 5,000/-	Data Sheet
10.	e-Service fee – 1,000/- + 18% GST	
11.	Earnest Money Deposit (EMD) – 60,00,000	

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

Annexure-A

Format of Pre-Proposal Queries

To

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

Sub: Engagement of an Event Management Agency for the Accommodation, Catering & Transportation Services for Khelo India Youth Games Haryana 2021

Ref: RFP No.

Dear ...

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

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

Yours faithfully,

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

Note:
On the Letterhead of the Bidder.

Annexure-B

Event Schedule

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

Annexure-C

Category-wise, Day-wise Footfall

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

Annexure-D

Vehicle Details & Requirements

S. No.	Vehicle	For	Highest per day requirement	Average per day
i.	Bus – 40 seater	Athletes	124	70
ii.	SUV – 7 seater	Technical Officials	114	67
iii.	Sedan	CDM	37	37
iv.	Sedan	Competition. Managers	23	14
v.	Sedan	SAI/MYAS Officials	40	40
vi.	Sedan	President/Secretary of IOA / NSF / SGFI	50	30
vii.	SUV – 7 seater	Talent Identification Committee Members	10	6
viii.	Sedan/SUV	VVIP Guests/ Senior Officials	20	12
ix.	Sedan	SAI Guests, Dignitaries, Eminent athletes and coaches	50	24
x.	Mini bus – 20 seater	Support Staff – Coaches, Managers	74	43

Annexure-I

Tender Submission Letter

To

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

Sub: 'Engagement of an Event Management Agency for the Accommodation, Catering & Transportation Services for Khelo India Youth Games Haryana 2021'

Ref: RFP No.

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

I/We, hereby declare that:

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

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

Yours faithfully,

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

Annexure-II

Bidder's Authorization Certificate

To

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

Sub: 'Engagement of an Event Management Agency for Accommodation, Catering & Transportation Services for 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 for poor performance in the last ten years reckoned from the date of invitation of Bid.

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

Date: _____

Annexure-IV

Information on Bidder's Organisation

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

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

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

Annexure-V

Format for Financial Capacity

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

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

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

Experience of Agency in providing 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 ACT services 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 ()	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: Approach and Methodology

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

1. Technical Approach and Methodology.

{Please explain:

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

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

2. Work Plan.

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

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

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

Annexure-VII

Details of Rooms Offered

- I. Total number of rooms offered.
- II. Total number of clusters in which said rooms are offered.
- III. Total occupancy of the rooms offered (maximum triple occupancy)
- IV. Cluster-wise details of the following:
 - Total number of rooms with single occupancy (4/5 star)
 - Total number of rooms with double occupancy
 - Total number of rooms with triple occupancy
- V. Total number of rooms with single occupancy in all clusters put together.
- VI. Total number of rooms with double occupancy in all clusters put together.
- VII. Total number of rooms with triple occupancy in all clusters put together.
- VIII. Name, address, phone no, and type of rooms single / double / triple occupancy in each hotel. The successful bidder can change maximum 15% of the hotels offered in case of any pressing reason subject to prior approval of KIYG 2021.

(Authorised Signatory)
(with name/designation, contact No.& seal)

Annexure-VIII

Format of Financial Bid Letter

To

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

Sub: 'Engagement of an Event Management Agency for Accommodation, Catering & Transportation Services for Khelo India Youth Games Haryana 2021'

Ref: RFP No.

Dear

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

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

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

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India.

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

Dated thisDay of.....2021.

.....
Name of the Bidder

.....
Signature of the Authorised Signatory

.....
Name of the Authorised Signatory

Place: _____

All work should be carried out in consultation with designated committee of DSYA & 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.

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-IX

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

I.	Contract	1
II.	General Conditions of Contract	4
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
III.	Special Conditions of Contract	21
IV.	Appendices	24
	Appendix A – Description of Services	25
	Appendix B - Reporting Requirements	25
	Appendix C - Staffing Schedule	25
	Appendix D - Cost Estimates in Foreign Currency	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>	For and on behalf of XXXXXXXXXXXXXXXXXXXX
<u>Director</u> , DSYA, GoH	Designation.

Witness	Witness
1.	1.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "EMA" means {Name of Agency} that will provide the Services to the "Employer" under the Contract.
- (c) "Contract" means the contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "Foreign Currency" means any currency other than the currency of the "Employer's country."
- (g) "GC" means these General Conditions of Contract.
- (h) "Government" means the Government of Haryana
- (i) "Local Currency" means Indian Rupees.
- (j) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.
- (k) "Party" means the "Employer" or the EMA, as the case may be, and "Parties" means both of them.
- (l) "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).
- (m) "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].
- (n) "SC" means the Special Conditions of Contract by which the GC as may be amended or supplemented with the approval of the parties.
- (o) "Services" means the work to be performed by the EMA pursuant to this Contract, as described in Appendix A hereto.

- (p) "Sub-EMAs" means any person or entity to whom/which the EMA subcontracts any part of the Services, with the approval of the Employer.
- (q) "Third Party" means any person or entity other than the "Employer", or the EMA.
- (r) "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. Authority of Lead Partner: In case the EMA consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified (Lead EMA) in the SC to act on their behalf in exercising all the EMA's rights and obligations towards the "Employer" under this Contract, including without limitation the receiving of instructions and payments from the "Employer". However, each member or constituent of Consortium of EMA shall be jointly and severally liable for all obligations of the EMA under the Contract.

1.8. 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.

1.9. 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.

1.10. Fraud and Corruption

1.10.1. 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

1.10.2 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;

1.10.3 Commissions and Fees

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effective Date for Commencement of Contract: This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer’s notice to the EMA instructing the EMA “to begin carrying out the Services. This notice shall confirm that the conditions

precedent and effective conditions, if any, listed in the SC have been met and/or shall be complied within the given time.

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

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

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

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

2.6 Modifications or Variations:

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

2.7 Force Majeure

2.7.1 Definition

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

time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

- c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

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

2.7.3 Measures to be Taken:

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

2.8 Suspension

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

2.9 Termination

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

- a) If the EMA fails to respond to a notice of suspension pursuant to Clause GC 2.8 hereinabove.
- b) If the EMA becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.

- c) If the EMA fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d) If the EMA, on due investigation and in the judgement of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the EMA submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- f) If the EMA places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- g) If the EMA fails to provide the quality services as envisaged under this Contract. The Employer may review at its discretion if so decide to give one chance to the EMA to improve the quality of the services.
- h) If, as the result of Force Majeure, the EMA is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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

2.9.2 By the EMA:

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

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

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

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

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

- a) If the Contract is terminated pursuant to Clause 2.9.1.1 (h), (i), 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 (g), the EMA shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The EMA will be required to pay any such liquidated damages to client within 30 days of termination date.

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

3. OBLIGATIONS OF THE EMA

3.1 General

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

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

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

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

(b) Furthermore, if the EMA, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the EMA shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such

responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the EMA in the exercise of such procurement responsibility shall be for the account of the “Employer”.

3.2.2 EMA and Affiliates Not to Engage in Certain Activities: The EMA agrees that, during the term of this Contract and after its termination, the EMA and any entity affiliated with the EMA, as well as any Sub-EMAs and any entity affiliated with such Sub-EMAs, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the EMA’s Services for the preparation or implementation of this project.

3.2.3 Prohibition of Conflicting Activities: The EMA shall not engage, and shall cause their Personnel as well as their Sub-EMAs and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality:

Except with the prior written consent of the “Employer”, the EMA and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the EMA and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.3.1 Intellectual Property Rights:

The EMA may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how (“Materials”) that the EMA owns or has the right to use in performing the service. Notwithstanding the delivery of any reports, the EMA retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the services), and in any working papers compiled in connection with the services (but not any information pertaining to DSYA reflected in them).

3.4.1 Liability of the EMA: Subject to additional provisions, if any, set forth in the SC, the EMAs’ liability under this contract shall be provided by the Applicable Law.

3.4.2 Insurance to be Taken out by the EMA: The EMA (i) shall take out and maintain, and shall cause any Sub-EMAs to take out and maintain insurance, at their (or the Sub-EMAs’, as the case may be) own cost but on terms and conditions approved by the “Employer”, insurance against the risks, and for the coverages specified in the SC, and (ii) at the “Employer’s request, shall provide evidence to the “Employer” showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

1.10 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.
- 1.11 **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.
- 1.12 **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.
- 1.13 **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.
- 1.14 **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.
- 1.15 **Equipment and Materials Provided by the EMAs:** Equipment or materials brought into the Government's country by the EMA and the Personnel and used either for the Project or personal use shall remain the property of the EMA or the Personnel concerned, as applicable.

4. Event Management Agency

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

4.2 Description of Personnel:

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

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

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

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

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

5. OBLIGATIONS OF THE "EMPLOYER"

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

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

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties,

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

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

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

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

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

6. PAYMENTS TO THE EMA

6.1 Total Cost of the Services

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

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

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

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

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

S.No	Description	Payment
1.	Accommodation (Amount quoted under the same heading in Annexure VII - Financial Bid)	
a.	Submission of Work Plan including Operations Plan	10%
b.	Detailed list of hotels/guesthouses as per Room Type mentioned in the Scope of Services	10%

c.	Visit and inspection of accommodation	10%
d.	After Closing Ceremony of KIYG 2021	50%
e.	Final Audit	20%
2. Catering (Amount quoted under the same heading in Annexure VII - Financial Bid)		
a.	Submission of Work Plan including Operations Plan, Quality Assurance Plan, Manpower Plan, Waste Management Plan, Risk Assessment Plan	5%
b.	Submission of detailed list of personnel, machinery, equipment, vehicles and other items to be deployed by the Agency	5%
c.	Completion of Accreditation of personnel to be deployed by the Agency	5%
d.	Submission of menu and sample food	5%
e.	Inspection and Certification of facility	10%
f.	Opening Ceremony of KIYG 2021	10%
g.	Catering Operations of KIYG 2021	40%
h.	Final Audit	20%
3. Transportation (Amount quoted under the same heading in Annexure VII - Financial Bid)		
a.	Submission of Work Plan including Operations Plan, Quality Assurance Plan, Core Team list, Risk Assessment Plan	10%
b.	Submission of detailed list of personnel, vehicles and other items to be deployed by the Agency	10%
c.	Completion of Accreditation of personnel to be deployed by the Agency	10%
d.	Transportation Operations of KIYG 2021	50%
e.	Final Audit	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.

7. FAIRNESS AND GOOD FAITH

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

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

8. SETTLEMENT OF DISPUTES

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

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

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

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

9. LIQUIDATED DAMAGES AND PENALTIES

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

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

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

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

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

10. MISCELLANEOUS PROVISIONS:

- (i) Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) The EMA shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iii) Each member/constituent of the EMA, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (iv) 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.
- (v) 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.
- (vi) 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.
- (vii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (viii) 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. In any event, the overall aggregate liability of the EMA in respect of all claims and liabilities arising under this Agreement shall be limited to one Quarter Fees payable to the EMA under this Agreement.
6	3.4.2	The risks and coverage shall be as follows: The Parties agree that the risks and coverages shall include but not be limited to the following; Professional liability insurance, with a minimum coverage equal to the total amount of the contract value except the out of pocket expenses. This liability shall be valid for a period of the two (2) years 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 : ... <i>The annual contract value will be paid quarterly based on actual number of Core Team, Professional/ Support Staff and reimbursable expenses.</i>
8	1.5.2	Any party may change the address for service of notice upon it, by a notice in writing one (1) week prior of such change to the other party.
9	8.3	The Arbitration proceedings shall take place in Panchkula, Haryanai, India.

APPENDIX A – DESCRIPTION OF SERVICES

APPENDIX B - REPORTING REQUIREMENTS

APPENDIX C – STAFFING SCHEDULE

APPENDIX D – COST ESTIMATES

APPENDIX E – Duties of the “Employer”

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

APPENDIX F – Performance Bank Guarantee

Annexure-X

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: