



REQUEST FOR PROPOSAL – Agency for provision of Information and Communications Technology (ICT) for Meghalaya Games 2023, Tura, Meghalaya

DEPARTMENT OF SPORTS AND YOUTH AFFAIRS
GOVERNMENT OF MEGHALAYA

DISCLAIMER:

The information contained in this Request for Proposal document (“RFP” or referred to as “Process”) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Department of Sports and Youth Affairs, Government of Meghalaya (hereby referred to as ‘Authority’ or ‘Department’) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Department, Government of Meghalaya, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Department of Sports and Youth Affairs, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to empanel a Selected Bidder, as the case may be, for the assignment and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Department shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Process.

Contents

1. Data Sheet.....	4
2. Terms of Reference	6
2.1 Scope of Work.....	6
2.2 Payment Rates and Schedule.....	8
3. Eligibility and Evaluation	9
3.1 Minimum Eligibility Criteria.....	9
3.2 Evaluation Protocol	9
3.3 Technical Evaluation	9
3.5 Financial Bid Opening.....	10
4. Instruction to Bidders	10
4.1 Number of Proposals and Respondents.....	10
4.2 Proposal Preparation Cost	10
4.3 Right to Accept/Reject any or all Proposals	10
4.4 Clarifications sought by the Bidder.....	10
4.5 Clarifications sought by the Authority	11
4.6 Amendments to the RFP.....	11
4.7 Preparation and Submission of Proposals	11
4.8 Proposal Validity Period and Extension.....	12
4.9 EMD and Performance Bank Guarantee	12
4.10 Test of Responsiveness.....	12
4.11 Appointment and Activation.....	13
4.12 Term of Service.....	13
4.13 Miscellaneous.....	13
5. Annexures.....	15
Annexure - A1: Letter of Technical Proposal.....	15
Annexure – A2: Format for Power of Attorney (In Case of Single Bidder)	17
Annexure – A3: Particulars of the Bidder	18
Annexure – A4: Financial Capacity of the Applicant	19
Annexure – A5: Eligible projects undertaken by the Bidder	20
Annexure – B1: Financial Proposal - Covering Letter	21
Annexure – B2: Financial Proposal – Bill of Quantities (BoQ)	22

1. Data Sheet

S. No.	Activity	Description
General		
1	Assignment Name	Agency for provision of Information and Communications Technology (ICT) for Meghalaya Games 2023, Tura, Meghalaya
2	Client Name	Department of Sports and Youth Affairs, Government of Meghalaya
3	Nodal Officer Contact Details	Smt. Isawanda Laloo (IAS), Director, Department of Sports and Youth Affairs e-mail: dsyamegh@gmail.com Address: Office of the Director, Department of Sports and Youth Affairs, J.N. Stadium Complex, Shillong – 793001
4	Selection Method	Least Cost Selection (LCS)
Proposal Preparation		
5	Language	All Proposals shall be submitted in English. All related correspondence shall be in English.
6	Technical Proposal	1 st Inner Envelope with the Technical Proposal: <ul style="list-style-type: none"> Annexure – A1: Letter of Technical Proposal Annexure – A2: Format for Power of Attorney Annexure – A3: Particulars of the Bidder Annexure – A4: Financial Capacity of the Bidder Annexure – A5: Eligible projects undertaken by the Bidder Attested Copies of Eligibility Documents Tender Document Payment Earnest Money Deposit
7	Financial Proposal	2 nd Inner Envelope with the Financial Proposal: <ul style="list-style-type: none"> Annexure – B1: Financial Proposal Cover Letter Annexure – B2: Financial Proposal (Bill of Quantities – BoQ)
8	Tender Document Payment	Rs. 10,000/- (Rupees Ten Thousand Only), drawn in the form of a demand draft in favour of "Director of Sports and Youth Affairs, Government of Meghalaya" payable at Shillong. The Tender Document Payment shall be submitted along with the 1st Inner Envelope of the Technical Proposal



S. No.	Activity	Description
9	Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Rupees Five Lakhs Only), drawn in the form of a demand draft in favour of "Director of Sports and Youth Affairs, Government of Meghalaya" payable at Shillong. The EMD shall be submitted along with the 1st Inner Envelope of the Technical Proposal
10	Validity of the Proposal	90 Days
Submission, Opening, and Evaluation		
11	Date of RFP Publication	11 th December, 2023
12	Submission	<p>The Bidder must submit in One sealed Envelope:</p> <p>(a) Sealed Envelope of Technical Proposal: One (1) original, one (1) copy</p> <p>(b) Sealed Envelope of Financial Proposal: One (1) original</p> <p>One (1) Digital Copy of the Technical Proposal (.zip/.rar file) must be sent to dsyamegh@gmail.com</p> <p>The Online and Offline Submissions must be submitted in full before the Proposal due date.</p>
13	Clarifications	<p>Clarifications may be requested in writing by email only.</p> <p>All Clarifications must be requested on mail to: dsyamegh@gmail.com</p> <p>Last Date for Submission of Queries: 15th December, 9:00 am</p>
14	Date and Details of Pre-Bid Meeting	<p>15th December, 2023, 11:00 am Conducted at:</p> <p>The Directorate of Sports and Youth Affairs, J.N. Stadium Complex, Shillong – 793001</p> <p>Bidders interested in attending virtually may share their interest on mail to dsyamegh@gmail.com by 15th December, 2023, and a link shall be shared directly.</p>
15	Proposal Due Date	18 th December, 2023, 1:00 pm
16	Opening of Technical Proposal	<p>18th December, 2023, 2:00 pm, unless shared beforehand on the Meghalaya Sports website: www.megsports.gov.in</p> <p>Location: The Directorate of Sports and Youth Affairs, J.N. Stadium Complex, Shillong – 793001</p>
17	Opening of Financial Proposal	To be communicated to eligible bidders
18	Time Period of Service	6 Months

2. Terms of Reference

The Meghalaya Games is the State's landmark multi-sport event, to be held every year. The Games are a platform for athletes in the State to prove themselves in their respective sports and aspire for excellence in all that they do. Moreover, the Games are also an opportunity to unite Meghalaya under the banner of sports and a commitment to be better every day.

The 5th Edition of the Meghalaya Games will be held in Tura, between the 15th and 20th of January 2023. The Games will feature 22 Sporting Disciplines (Competitive or Demonstrative) across 15 Venues. Athletes from all Districts will be participating in the event.

Venues - (Tentative)

S.No.	Venue	Sports
1	Tura Govt. College	Karate
2	Don Bosco School	Wushu, Boxing
3	Don Bosco College	Basketball
4	Don Bosco Junior College	Gymnastics, Judo, Arm Wrestling
5	P.A. Sangma Stadium	Football (Finals), Sports Climbing
6	BSF Golf Ground	Golf
7	Athletic Ground Tura	Athletics
8	Monfort Centre for Education	Archery, Taekwondo
9	Sericulture Amphitheatre	Weightlifting
10	Chandmari Football Turf	Football (Knockouts)
11	Matchakolgre LP School	Volleyball
12	Tura Indoor Hall (Hawakhana)	Badminton, Table Tennis
13	Rongkhon Swimming Pool	Swimming
14	Rongkhon Area	Cycling
15	Goeragre 2nd Battalion Ground	Shooting
16	St. Mary's School	Wrestling

*Sports to be confirmed: Softball

2.1 Scope of Work

The appointed agency will be charged with the provision of ICT Equipment (on purchase basis) for the Meghalaya Games 2023 in Tura. Further, the agency will also be responsible for the delivery, setup, installation, servicing, removal, and other support for the devices.

1) ICT Equipment:

- Delivery and installation of all equipment along with system software, completely updated drivers, and original critical software installed (Printing Softwares, Microsoft Office, Anti-virus, etc.)
- Maintenance and Repair of all ICT Equipment (24X7 Technical Support)
- Replacement of any faulty ICT Equipment at no extra charge.
- Dismantling and Delivery of ICT Equipment to a destination as directed by the Department.
- Any other related support required with regards to ICT equipment for the Games.

Specifications of ICT items for purchase:

- Laptops

- i. Processor: Mobile Intel Core i3- 4005U (1.7 GHz with 3 MB Cache) or higher, Haswell Configuration or AMD equivalent.
- ii. Memory: 4 GB 1600 MHz DDR3L/LPDDR3 RAM
- iii. HDD: 500 GB 7200 rpm (min.,) SATA
- iv. Display: 14"(35.56 cm) or above TFT active-Matrix Wide Screen Display.
- v. Wireless Connectivity: Integrated wireless b/g/n, Integrated Bluetooth.
- vi. Keyboard: Keyboard with Touch Pad.
- vii. Preloaded with licensed Microsoft office
- viii. Carry case: To be provided.
- b. Laser Printer
 - i. Printer Type: Laser, Mono/Color: Mono, Minimum Printing Speed (ppm): 25, Category: Simplex, Paper-Size: A-4, ADF/DADF: ADF, Networking: YES, Fax: NO
- c. Laser Multi-functional Copier cum Printer (A4)
 - i. Printer Type: Laser, Mono/Color: Mono, Minimum Printing Speed (ppm): 30, Category: Duplex, Paper-Size: A-4, ADF/DADF: DADF, Networking: YES, Fax: NO.
- d. Wireless Two-Way Communication Devices (Walkie-Talkies)
 - i. 16 Channels
 - ii. 700 mW Internal Speaker
 - iii. Emergency Mode and Alarm
 - iv. Belt Clip
 - v. Walkie Talkie Charging docks

Estimated Quantities:

S.No	Name of Venue	Sports	Laptops	Laser Printers	MFP - Multifunctional printer	Walkie Talkies
1	St. Mary's Hr. Sec. School	Wrestling	1	1	1	10
2	Don Bosco School	Wushu, Boxing	2	1	2	10
3	Don Bosco College	Basketball	1	1	1	10
4	Don Bosco Higher Secondary	Gymnastics	1	1	1	10
5	P.A. Sangma Stadium	Football, Sports Climbing	2	1	1	10
6	BSF Golf Ground	Golf	1	1	1	10
7	Athletic Ground Tura	Athletics	1	1	1	10
8	Monfort Centre for Education	Archery, Taekwondo	2	1	1	10
9	Sericulture Amphitheatre	Weightlifting	2	1	1	10
10	Chandmari Football Turf	Football	1	1	1	10
11	Matchakolgre LP School	Volleyball	1	1	1	10
12	Tura Indoor Hall (Hawakhana)	Badminton, Table Tennis	2	1	1	10
13	Rongkhon Swimming Pool	Swimming	1	1	1	10
14	Rongkhon Area	Cycling	1	1	1	10
15	Goeragre 2nd Battalion Ground	Shooting	1	1	1	10
16	Tura Govt. College	Karate	1	1	1	10
17	ISBT	N/A	1	1	1	8
18	Main Media Centre	N/A	4	2	1	2
19	Contingency (Misc.)	N/A	4	1	1	10
Grand Total			30	20	20	180

2) WiFi Services (Hiring Basis only)

- Setup of **dedicated Leased Line Internet Connection** (with LAN Setup) **up to 100 MBps** at **17 venues**, including supply, installation, commissioning, cabling/ wiring, testing and functioning of bandwidth on Local Area Network (LAN) devices for Wi-Fi connectivity till end user's desktop/ laptop computers and the same will be used on the mobile handhelds.
- The Connection must manage the bandwidth of at least **10 Standard Users at a time, with additional scope for Live Streaming** as well.
- Maintenance of WiFi related equipment, along with 24X7 technical support for all venues.
- Rectification of faulty equipment at no extra charge.
- Removal of all WiFi related equipment. This will be taken back by the agency.
- WiFi Enablement will be for a period of 10 Days prior to the event up until 10 days after the event, as directed by the Department.

Note:

- The Financial Proposal should include cost of wiring, manpower, and other requirements for the successful setup and functioning of the equipment.
- All ICT Equipment being purchased must be provided with a warranty period of One (1) year guaranteed by the equipment's manufacturing company included in the cost.
- Should the company not have a dedicated service centre in Meghalaya, the Agency must provide the aforementioned guarantee to service the equipment with original parts.
- This list is not exhaustive, and the appointed agency may be requested to perform other tasks similar to the scope of work mentioned above.
- The Department reserves the negotiate with the selected agency on the cost of any/all equipment and service.
- The Department reserves the right to increase/decrease the quantities in the BoQ by 30% or remove line items at its discretion without impacting the rates quoted by the bidder.
- The Department will appoint a nodal officer(s) to liaise with the agency for the project.

2.2 Payment Rates and Schedule

The Payments for the task will be as per the table below

S.No	Payment Phases	Fee Payable	Percentage of Fee
1	Phase 1	Payment of 25% of the contract value will be made on the approval of the submitted plan/proposal by the Department.	25%
2	Phase 2	On Delivery and Installation of all items	50%
3	Phase 3	Final payment post removal and delivery as directed by the Department, along with proof or service from the Nodal Officer(s)	25%

Note: All payments will be made/adjusted as per actuals bills raised. Final payments will only be made on verification of all documentation/bills validated by the Department or their nomination.

It is the responsibility of the agency to ensure that all documentation, validation of work is completed before submission of bills.

3. Eligibility and Evaluation

3.1 Minimum Eligibility Criteria

S.No	Criteria	Required Documentation
1	The Agency must be in existence for at least a period of three years and have a registered office in Shillong.	Documents like ROC registration, MoA of Company, AoA of Company, PAN, GST registration, etc. relating to business entity should be furnished
2	In the last 3 (Three) years, the agency should have undertaken and completed at least 3 (three) similar works The contract value for each of the projects provided should be INR 10 Lakhs or above.	Work Order/completion certificate from the client
3	The Bidder should not have been barred by the Central Government, any State Government, a statutory authority, or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.	Self-Attested Undertaking/Declaration
4	The Bidder Company must have an Annual Turnover of above Rs. 50 Lakhs in the last 2 Financial Years	Certificate from Statutory Auditor/Registered Chartered Accountant

Note: “Similar work” or “Similar Project” or “Eligible Project” is defined throughout the document as the supply of ICT Equipment valued over Rs. 10 Lakhs.

Only Eligible Bidders will be taken up for the Technical and Financial Evaluation.

3.2 Evaluation Protocol

For the purpose of this tender process, a tender evaluation committee will be appointed by the Department to evaluate all aspects of the tender process and declare the selected vendor(s). A proposal shall be rejected outright under the following conditions:

- 1) Incomplete/incorrect Documentation
- 2) Failure to respond to supplemental information required for the evaluation of proposals
- 3) Discovery of any misinformation/misrepresentation by the bidder at any point in time before or after the awarding of contract.
- 4) A second bid from the same firm is discovered

3.3 Technical Evaluation

All eligible bidders will further have their documents evaluated for Technical Qualification. The Technical Evaluation will be adjudicated on the following parameters:

S.No.	Criteria	Marking	Total Marks
1	Number of Similar Projects worked on in the last 3 Years	3-4 Projects: 10 Marks 5-6 Projects: 20 Marks More than 6 Projects: 30 Marks	30
2	Number of Similar Projects worked on for the Government of Meghalaya/other Meghalaya Government Agencies in the last 3 Years	1 Projects: 10 marks 2-3 Projects: 20 marks 3+ Projects: 30 marks	30

3	Average Annual Turnover of the company	Rs. 50 Lakhs – Less than Rs. 75 Lakhs: 10 Marks Rs. 75 Lakhs – Less than Rs. 1 Crore: 20 Marks Rs. 1 Crore and above: 30 Marks	30
4	Number of technical Staff employed	Less than 10 Staff – 0 Marks 10-20 Staff – 5 Marks 20+ Staff – 10 marks	10
Total			100

Note: “Similar work” or “Similar Project” or “Eligible Project” is defined throughout the document as the supply of ICT Equipment valued over Rs. 10 Lakhs.

All Bidders with a Technical Score of 60 and above will be eligible for the Financial Bid Opening.

3.5 Financial Bid Opening

Only Technically Qualified bidders will have their Financial Bids opened, and the lowest rate (on the total value of the bid) will be considered the L1 Bid and appointed the winner of the Tender Process. Should there be more than one L1 bid, the Agency with the Highest Technical Qualification Score will be selected the winner of the bid.

4. Instruction to Bidders

4.1 Number of Proposals and Respondents

- No Bidder shall submit more than one (1) Proposal, in response to this RFP.
- The RFP is non-transferable, and Proposals shall be submitted only by the respective Bidders to whom the RFP has been issued by Authority.
- A Bidder applying individually shall not be entitled to submit another Proposal

4.2 Proposal Preparation Cost

- The Bidders shall bear all costs associated with the preparation and submission of the Proposal. The authority will not be responsible and liable for any costs, regardless of the conduct or outcome of the proposal/process, including after award of work.
- Bidders are encouraged to submit their respective Proposals after visiting the office of the Department and ascertaining for themselves the availability of documents and other data with the Department, Applicable Laws and regulations or any other matter considered relevant by them.
- All papers submitted with the Proposal are neither returnable nor claimable.

4.3 Right to Accept/Reject any or all Proposals

Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Proposal and to annul the bidding process and reject all the Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reason.

4.4 Clarifications sought by the Bidder

- Bidders are expected to familiarise themselves with the document, the assignment expected of them, and their qualifications before application.
- Any clarifications may be sought by submitting queries to the email ID provided in the Data Sheet with the subject: “Queries/Request for Additional Information regarding Agency for provision of Information and Communications Technology (ICT) for Meghalaya Games 2023, Tura, Meghalaya”

- c) The Department shall endeavour to respond to all questions deemed relevant by the Department authorities.
- d) The Department reserves the right to not respond to any queries or provide any clarifications at its sole discretion. Nothing in this clause (or in this document) shall be construed as obliging the Department to respond to any queries/clarifications.

4.5 Clarifications sought by the Authority

To assist in the process of evaluation of the proposals, the Department (or the Tender Evaluation Committee), at its sole discretion, may ask any bidder for clarification on their proposal. All communication shall be in writing through the email listed in the Data Sheet, and the email of the bidder through which the proposal was submitted. No change in the substance of the proposal would be permitted by way of such clarifications.

4.6 Amendments to the RFP

- a) At any time, prior to the date of the submission of proposals, the Department may, at its discretion, deem it relevant to modify this document (whether at its own initiative or in response to a clarification requested by a prospective bidder). The amended document and/or the corrigendum shall be uploaded by the client on the department website: www.megsports.gov.in
- b) In order to afford prospective bidders reasonable time to take into consideration these amendments, the Department may, at its discretion, choose to extend the deadline for the submission of proposals.
- c) Should an amended document/corrigendum be released after the submission of the proposal by a bidder, the bidder may submit a request to withdraw their original proposal and re-submit a fresh Bid. This request may be accepted/rejected at the discretion of the Department based on if the amendment provides future bidders an undue advantage.

4.7 Preparation and Submission of Proposals

- a) The Proposal and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the Bidders with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered for evaluation. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- b) The currency for the purpose of the Proposal shall be in Indian National Rupee (INR).
- c) The Proposal Documentation will include:
 - i) Outer Envelope labelled “Agency for provision of Information and Communications Technology (ICT) for Meghalaya Games 2023, Tura, Meghalaya: Submitted by – *(Name of Bidder)*”
 - ii) 1st Inner Envelope with the Technical Proposal (labelled “Technical Proposal”):
 - Annexure – A1: Letter of Technical Proposal
 - Annexure – A2: Format for Power of Attorney
 - Annexure – A3: Particulars of the Bidder
 - Annexure – A4: Financial Capacity of the Bidder
 - Annexure – A5: Eligible projects undertaken by the Bidder
 - Attested Copies of Eligibility Documents and Technical Evaluation Documents
 - Tender Document Payment
 - Earnest Money Deposit

One Original and One Copy the documents shall be made and labelled accordingly in the envelope.

- iii) 2nd Inner Envelope with the Financial Proposal (labelled “Financial Proposal”):
 - Annexure – B1: Financial Proposal Covering Letter
 - Annexure – B2: Financial Proposal – Bill of Quantities (BoQ)
- d) The Bidder will specify and compute all taxes in the Financial Proposal
- e) The original proposals (technical and financial) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.
- f) A Copy of the Technical Proposal must be submitted in the form of a .zip/.rar file on e-mail to the Department email ID: dsyamegh@gmail.com
- g) An authorised representative of the firm shall initial all pages of the proposal. The representative’s authorisation shall be confirmed through a written Power of Attorney (as per the Annexures)
- h) Any proposal received after the closing time for submission of proposals shall be rejected and returned unopened.

4.8 Proposal Validity Period and Extension

- a) Proposals shall remain valid for a period of 90 Days from the Proposal Due Date ("Proposal Validity Period") and the Department may solicit the Bidder’s consent for extension of the period of validity, if required. The Department reserves the right to reject any Proposal, which does not meet this requirement.
- b) In exceptional circumstances, prior to expiry of the original Proposal Validity Period, the Department may request Bidders to extend the validity period for a specified additional period. Bidders, who may not extend the validity period, will be deemed to have withdrawn their Proposal at the expiry of validity period.

4.9 EMD and Performance Bank Guarantee

- a) The Earnest Money Deposit (EMD) of INR 5,00,000 (Five Lakhs only) will be in the form of a demand draft or Bank Guarantee shall be drawn in favour of “Director of Sports and Youth Affairs, Government of Meghalaya” payable at Shillong. This will be included in the 1st Inner envelope along with the technical proposal.
- b) The agency shall furnish a Performance Guarantee on the accepting of the work order, amounting to 3% of the contract value in the form of a bank guarantee, which should be valid for the period of One Year from the date of the Work Order.

4.10 Test of Responsiveness

Prior to the evaluation of the proposals, the Department shall determine whether each proposal is responsive to the requirements of the RFP. The Proposals shall be considered responsive if:

- a) It is received or deemed to be received by the due date and time including any extension thereof pursuant to the Data Sheet.
- b) It contains all information in a format as desired in this document
- c) It mentions clearly the validity of the proposal as set in the Data Sheet.
- d) The Bid is accompanied with the non-refundable Bid Processing Fee and the EMD as outlined in this Document.

The Department reserves the right to reject any proposal which is non-responsive. No request to alter, modify, or withdraw the bid shall be entertained by the Department.

4.11 Appointment and Activation

- a) The Agency shall be provided a work order, with reference to the terms and conditions mentioned in this document.
- b) The Department will inform the unsuccessful bidders and refund the EMD within 3 weeks after the awarding of work orders is complete.
- c) The Department reserves the right to negotiate with the agency on price before awarding of work order.
- d) It is the sole responsibility of the agency to ensure that relevant requirements/permissions/licenses (such as labour licenses) to operate in Meghalaya are complied with. Proof of all compliances (or proof of applications for compliance) must be furnished within 10 Days from the Financial Opening date, failing which the work order shall be awarded to the next lowest bidder.

4.12 Term of Service

- a) The Term of Service shall extend for a period of 6 months from the date of the work order.
- b) The Department shall issue a Completion Certificates after all work is completed and payments are made. The performance of the agency will also be reviewed before issue of the certificate.

4.13 Miscellaneous

- a) The Department requires that the bidders provide professional services at all times and hold the Department's interests paramount. The Agency will ensure that there is no conflict between the work set out in this tender and any prior/future obligations to other clients. Any such conflicts must be brought to the attention of the Department. The Department reserves the right to resolve the conflict as deemed fit.
- b) Sub-contracting is permitted for the works mentioned in the Scope of Work up to 25% of the contract value.
- c) To observe the highest standard of ethics during the selection and execution of the assignment, the terms set forth below shall be followed:
 - i. "Corrupt Practice" means the offering, giving receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
 - ii. "Fraudulent Practice" among bidders (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.

The client shall reject proposals for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

- d) The Department reserves the right to accept/reject any proposal and/or to annul the entire tender process at any time without assigning any reason thereof and without incurring any liability, financial or otherwise.
- e) No information on the evaluation proposal will be disclosed to any other person other than those directly concerned with the process. The proposal of any bidder who tries to influence the evaluation will be liable to be rejected.
- f) Should the performance of the agency be not satisfactory, or the agency fail to safeguard the interest of the Department, the Department shall at its sole discretion, may terminate the agreement/work order of the agency, and withhold the Performance Security. The decision of the Department will be final and binding in this matter.
- g) Any delay/default in performance as per the scope of work (including bad quality goods/service) by the agency shall attract a penalty up to 30% of the total Work Order, in a progression/lumpsum as defined by the Department. Should there be more than 2

instances where a penalty has been levied on a particular agency, the agency may be blacklisted for a period of two years.

- h) All disputes arising regarding this tender and its processes shall be subject to the jurisdiction of the appropriate court at Shillong, Meghalaya and governed by the laws of India.

5. Annexures

Annexure - A1: Letter of Technical Proposal

To,

Director,
Sports and Youth Affairs
Government of Meghalaya
J.N.S Complex. Polo Grounds, Shillong – 793001

Sub: “Proposal for Agency for provision of Information and Communications Technology (ICT) for Meghalaya Games 2023, Tura, Meghalaya”

Dear Ma’am,

1. With reference to the RFP dated _____ for the above captioned project, and clarification issued by Department of Sports and Youth Affairs, Government of Meghalaya thereof, We _____, having examined all relevant documents and understood their contents, hereby submit our proposal for selection as the Agency for provision of Information and Communications Technology (ICT) for Meghalaya Games 2023, Tura, Meghalaya. This proposal is unconditional.
2. All information provided in the Proposal and in the Appendices are true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
4. We shall make available to the Department any additional information it may deem necessary or require for supplementing or authenticating the Proposal
5. We acknowledge the right of the Department to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part

We declare that:

- a. We have examined and have no reservations to the RFP Documents, including any Addendums issued by the Government of Meghalaya;
 - b. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Government of Meghalaya or any other public sector enterprise or any government, Central or State; and
 - c. We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the entire Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.

8. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney is enclosed)
9. In the event our firm is selected as the Agency for this project we shall comply with all rules put out under this RFP and any contract/work order assigned to us by the Department.
10. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
11. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

Annexure – A2: Format for Power of Attorney

Know all men by these presents, we, (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr/Ms presently residing at, who is presently employed with us and holding the position ofas our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for “Agency for provision of Information and Communications Technology (ICT) for Meghalaya Games 2023, Tura, Meghalaya” released by the Department of Sports and Youth Affairs, Government of Meghalaya, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to the authority, representing us in all matters before the authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the government of Meghalaya in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the government of Meghalaya

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

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

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder

3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued

Annexure – A3: Particulars of the Bidder

General Information about the Firm:

- a) Name of Company or Firm:
- b) Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):
- c) Country of Incorporation:
- d) Registration address:
- e) Year of incorporation:
- f) Year of commencement of business:
- g) Principle place of business:
- h) Brief description of the Company including details of its main lines of business

Name, designation, address and phone numbers of authorized signatory of the Bidders

- i) Name:
- j) Designation:
- k) Company:
- l) Address:
- m) Phone No.:
- n) Fax No.:
- o) E-mail address:

(Signature, name and designation of the authorized signatory)

For and on behalf of

Annexure – A4: Financial Capacity of the Applicant

Sl No	Financial Year	Annual Turnover (In INR)
1		
2		

Certificate from the Statutory Auditor

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees. And the Average Turnover of the firm from professional fees in the above said two consecutive years is INR_____. (In words)

Name of the audit firm:

Seal of the audit Firm

Date:

(Signature, name and designation of the authorized signatory)

Note: In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Annexure – A5: Eligible projects undertaken by the Bidder

The following information should be provided in the format below for each Eligible Project completed in the last 5 years for which your firm was legally contracted by the Client stated as a single entity.

Sl No	Description
i.	Assignment Name
ii.	Name, fax, email of the client Representative:
iii.	Time when the assignment was carried out
iv.	Start Date
v.	End Date
vi.	Location of the Event
vii.	Contract Value
viii.	<ul style="list-style-type: none"> Narrative Description of the scope of work of the assignment Description of Actual Services provided by your staff Status of the assignment

IMPORTANT:

1. Use separate sheet for each Eligible Project
2. Please provide proof of eligible projects undertaken like a copy of completion certificate from the client/ copy of work order/ copy of agreement etc. with contract value mentioned. The submitted testimonial MUST contain detail description of work (Scope of Work and TOR) carried out by the Bidder.

Annexure – B1: Financial Proposal - Covering Letter

Date:

To,
Director,
Sports and Youth Affairs
Government of Meghalaya

Subject: Financial Proposal for “Agency for provision of Information and Communications Technology (ICT) for Meghalaya Games 2023, Tura, Meghalaya”

Ma’am,

We, _____ enclose herewith our Financial Proposal for selection of our firm as Agency to carry out “Agency for provision of Information and Communications Technology (ICT) for Meghalaya Games 2023, Tura, Meghalaya” released by the Department of Sports and Youth Affairs, Government of Meghalaya

Please note that the financial proposal does not contain any conditions and is submitted as per the prescribed format. In case of any discrepancy, our firm will be solely responsible for the same.

We agree that this offer shall remain valid for financial year 2023-24.

Yours Faithfully,
(Signature, name and designation of the authorized signatory) (Name and seal of the Bidder)

Annexure – B2: Financial Proposal – Bill of Quantities (BoQ)

S.No.	Particular	Unit Rate (in Words)	Unit Rate	Quantity	Total
1	Laptops			30	
2	Laser Printers			20	
3	MFP - Multifunctional printer			20	
4	Walkie Talkies			180	
5	WiFi Setup in Venues (Up to 100 MBps – On Hiring Basis for up to 25 Days)			18	
Total					
GST					
Grand Total					

- All work should be carried out in consultation with designated committees/officials of the Government of Meghalaya.

Notes:

- No conditions should be attached to the price proposal.
- The Department reserves the right to increase/decrease the quantities in the BoQ by 30% or remove line items at its discretion without impacting the rates quoted by the bidder.
- 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.
- The Agency has to quote individual rate for each item in scope.
- The Grand Total of all the items would be considered as the Financial Bid