

**NATIONAL GAMES SECRETARIAT  
GOVERNMENT OF MEGHALAYA**

**REQUEST FOR PROPOSAL (RFP)**

for

**Engaging services of an Agency for Branding and Accreditation Works for the  
The 2<sup>nd</sup> Northeast Olympic Games 2022, Shillong, Meghalaya**

RFP. No. **GS/TENDER/1/2022/03**

**Date: 03/09/2022**

**JOINT CEO**  
National Games Secretariat  
Government of Meghalaya  
J.N.S Complex. Polo Grounds, Shillong - 793001

## **DISCLAIMER**

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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 National Games Secretariat, 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 National Games Secretariat, 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 Selection 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 appoint the 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 Client 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 Selection Process.

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## 1. Data Sheet

S.No	Activity	Description
<b>General</b>		
1	Assignment Name	Engaging services of an Agency for Branding and Accreditation Works for the 2nd Northeast Olympic Games 2022, Shillong, Meghalaya
2	Name of the Client	National Games Secretariat , Government of Meghalaya
3	Nodal Officer Contact Details	Shri Shivansh Awasthi, IAS, Joint CEO, National Games Secretariat
4	Selection Method	Least Cost (L1)
<b>Proposal Preparation</b>		
5	Language	Proposals shall be submitted in English language. All correspondence exchange for the assignment shall be in English language.
6	Technical Proposal	The Proposal shall comprise the following: 1st Inner Envelope with the Technical Proposal: <ul style="list-style-type: none"> <li>• Annexure - A1: Letter of Technical Proposal</li> <li>• Annexure – A2: Format for Power of Attorney</li> <li>• Annexure – A3: Particulars of the Bidder</li> <li>• Annexure – A4: Financial Capacity of the Applicant</li> <li>• Annexure – A5: Eligible projects undertaken by the Bidder</li> <li>• Proposal Processing Fee</li> <li>• Earnest Money Deposit</li> </ul>
7	Financial Proposal	2nd Inner Envelope with the Financial Proposal: <ul style="list-style-type: none"> <li>• Annexure – B1: Financial Proposal</li> <li>• Annexure – B2: Financial Proposal – Bill of Quantities (BoQ)</li> </ul>
8	Proposal Processing Fee	Rs.10,000/- (Rupees Ten Thousand) (including GST) in the form of demand draft drawn in favour of 'Director of Sports & Youth Affairs, Govt. of Meghalaya', payable at Shillong. The Proposal Processing Fee shall be submitted along with the 1st Inner Envelope of the Technical Proposal
9	Earnest Money Deposit	INR 2 Lakhs in the form of demand draft or Bank Guarantee drawn in favour of 'Director of Sports & Youth Affairs, Govt. of Meghalaya', payable at Shillong. The Earnest Money Deposit shall be submitted along with the 1st Inner Envelope of the Technical Proposal
10	Validity of the proposal	60 Days

S.No	Activity	Description
11	Clarification	Clarifications may be requested no later than 1 day prior to the date of the pre-Proposal meeting in writing by e-mail only. The email id for requesting clarifications is: <a href="mailto:humanresources@themeghalayanage.com">humanresources@themeghalayanage.com</a>
<b>Submission, Opening and Evaluation</b>		
13	Submission	The Firm must submit: (a) Technical Proposal: one (1) original, (1) copy, (1) Digital Copy (b) Financial Proposal: one (1) original  The bidders shall not have the option of submitting their Proposals electronically.
14	Date of RFP publication	3 <sup>rd</sup> September 2022
15	Last date for submission of queries	12:00 PM 9 <sup>th</sup> September 2022
16	Pre- Proposal meeting	3:00 PM on 12 <sup>th</sup> of September 2022 (online meeting)
17	Proposal Due Date	4:00 PM on 19 <sup>th</sup> of September 2022 at the National Games Secretariat, Government of Meghalaya, J.N.S Complex. Polo Grounds, Shillong – 793001 Softcopy of the technical proposal to be sent to <a href="mailto:humanresources@themeghalayanage.com">humanresources@themeghalayanage.com</a>
18	Technical Proposal opening	4:00 PM on 20 <sup>th</sup> of September 2022 at the National Games Secretariat, Government of Meghalaya, J.N.S Complex. Polo Grounds, Shillong – 793001
19	Technical Presentation	All shortlisted bidders will be required to make a technical presentation before the tender committee constituted by the Government of Meghalaya for this assignment post submission of the technical proposal. The date of the technical presentation will be informed to the shortlisted bidders by the department separately.
20	Financial Proposal Opening	The date of financial Proposal opening shall be informed to the qualified Bidders separately.
21	Time period for the assignment	6 Months
22	Evaluation Criteria	Least Cost (L1)

## 2. Terms of Reference

To celebrate the 50th year of statehood, the Government of Meghalaya in association with the Meghalaya State Olympic Association (MSOA) and the Northeast Olympic Association (NEOA) are slated to host the 2nd edition of the Northeast Olympic Games from the 30th of October till the 8th of November 2022 in Shillong, Meghalaya. The aim of organizing the Games is to encourage greater participation of youth in sporting activities in order to discover talent for higher level & international competitions at an early stage.

The first edition of the Northeast Olympic Games was organised in Manipur in 2018, owing to the outbreak of the pandemic the subsequent editions could be not hosted. The second edition is a revival of the Games which is expected to feature over 2500 athletes from the eight north eastern states of the country.

Top athletes of the participating states shall compete in 18 sporting disciplines which shall be conducted across 14 venues in Shillong:

S.No	Disciplines	Venues
1	Archery	SAI Complex
2	Athletics	SAI Complex
3	Badminton	Gymnasium halls, JNS Complex
4	Basketball	NEIGRIHMS
5	Boxing	Mawroh Indoor Sports Hall
6	Cycling	Malki Forest
7	Football	SAI Complex
8	Golf	Golf Links
9	Judo	Nongthymmai Sports Club
10	Karate-Do	Gymnasium Hall, SAI Complex
11	Shooting	Assam Regimental Centre
12	Swimming	Crinoline Swimming Pool Complex
13	Table Tennis	Gymnasium Hall, SAI Complex
14	Taekwondo-Do	Laban Sports Club
15	Tennis	Shillong Club
16	Weightlifting	Jaiaw Lumpyllon, Multi-Purpose Indoor Hall/ SAI Complex
17	Wrestling	Gymnasium Hall, SAI Complex
18	Wushu	St. Anthony's Indoor Hall

*\*Change in venues or disciplines (if any) will be communicated to the bidders immediately.*

The National Games Secretariat, Government of Meghalaya is seeking to engage a competent agency (Herein referred as “Agency”) having experience and expertise in Branding and Accreditation Works for the 2<sup>nd</sup> edition of the Northeast Olympic Games 2022 in Shillong, Meghalaya

## 2.1 Scope of Work

### 2.1.1 City and Venue Branding

- The agency shall be responsible for supply, loading and unloading, printing, installation, removal, maintenance, and repair of branding articles at the 15 venues, accommodation locations of various stakeholder of the games and within the City of Shillong.
- The agency also responsible for wayfinding, room labels, venue operational signages across all the venues of the games, the agency shall have to undertake in-stadia and out-stadia branding.
- The branding shall include all runner boards, arch gates, general signage, room labels, way finders, drop down flex branding etc.
- The agency shall install the venue directional signage starting from 1Km radius (all approach roads) to the venues
- The agency shall install gate archs at the entry and exit points of all the venues of the games
- The agency will also have to supply and install accessories needed for the operation of the works, such as welding machine, double sided tapes, wires for installation of branding etc. All the item required should be readily available in the venue. These items should be considered as included in the quoted price and will not be charged additionally. The agency is responsible for the repair of all the branding, if required the damaged branding is to be replaced by vendor at no additional cost.
- The Agency would be required to deploy dedicated manpower during the event across all the identified venues of the games, manpower deployment should include the 2 labours for repairs and movement of branding
- All Branding shall be waterproof and capable of withstanding varying weather conditions commonly prevalent in Shillong.
- The agency shall Identify and install hoardings at approx. 30 locations in and around Shillong from 10 days prior to the commencement of the event up until 10 days post completion of the event. The amount quoted by the Agency shall include cost of flex printing, mounting, removal and rentals (as per actuals)
- The Agency is required to carry out the print and installation of Branding of Team buses, Vans and Cars

S.No	Particulars	Quantity	Material Specification
1	Flex & frame - Inside venues	50000	MS Pipe Frame with Star Flex
2	Vinyl branding	20000	Vinyl Pasting – 3M Vinyl printed on eco-solvent/latex with pasting
3	Vinyl on sun board branding	20000	Vinyl Pasting on Sun board (Signages, room labels, way finders, general branding)- 3M Vinyl printed on eco-solvent/latex with pasting on 5mm sun board
5	Backdrops	10000	MS Pipe Frame with Star Flex
6	Main Gate Arch	20000	MS Pipe Frame with Star Flex
7	Standeeds	2000	6 Ft by 4Ft Wooden Frame with black masking and flex printing
8	Branding for GOM, Meghalaya Tourism etc.	2500	Roll ups & Office branding (Vinyl) 3 feet x 6 feet

S.No	Particulars	Quantity	Material Specification
9	Stickering	10000	Cars and bus branding 3M Vinyl printed in eco solvent with pasting
10	Signages to Venues	15000	MS Pipe Frame with 320 GSM Blackout Star Flex
11	City Branding	30 Locations	30 Locations in and around Shillong, Meghalaya

- The quantities stipulated against each item shown in the BOQ are indicative and the authority reserves the right to vary the requirements by +/- 30 %, depending on the actual needs while issuing the Work order.
- The amount quoted by the Agency shall include cost of flex printing, mounting, removal and rentals (as per actuals). The Agency shall also seek necessary permissions for the same.

### 2.1.2 Accreditation Cards

The Agency shall be responsible for:

- Data entry for offline forms (approx. 2500).
- Accreditation Zonal planning in conjunction with the authority
- Accreditation cards to be printed in High Quality Laser Print
- Accreditation list to be provided by authority
- Time-bound planning of Printing, Checking, segregation, Inventory Management & distribution of Accreditations
- Printing the Emergency Day Passes on a need basis
- Handover of all excess, if any Accreditation to authority.
- Technical Specification of Lanyards
  - o 16 mm wide thickness.
  - o 36 mm length
  - o Rotating metal C. Hook.
  - o Lanyard Fabric (Satin)
  - o Printed lanyard (Dye Sub Printing). Custom printing logo, event details.
- Technical Specification of ID
  - o Material: PVC ID Thickness: 350 microns
  - o Size: A6 size (105 x 148 mm or 4.1 x 5.8 inches)
  - o Design and logo will be provided once tender is awarded
- Technical Specification of Lamination Pouch for Emergency Day Pass
  - o Material: PET+EVA. Thickness: 225 microns
  - o Melting Point: 110 degrees Celsius. Lamination Temperature: 110-140 degree Celsius
  - o Size: for A6 paper passes
  - o Technical Specification of Accreditation Cards/Passes Paper.
  - o 120 GSM
  - o Size: A6
- The Agency will be responsible for end-to-end delivery of the function and scope for the necessary manpower, equipment, support etc. for the same on their own.
- Accreditation Printer specifications:
  - o Printer Type: Laser, Mono/Color, Minimum Printing Speed (ppm): 20 (BW/Color), printing resolution 600 x 600 dpi (minimum), with minimum 256 mb of standard memory, Processor- 400 MHZ minimum, Networking: Yes.



- Agency to strictly adhere to agreed timelines and maintain records for verification at the time of raising invoice.
- Approximate requirement:

S.No	Specification	Quantities
1	Athletes	3000
2	Team Managers and Coaches	1000
3	Technical Officials	1000
4	Workforce	3000
5	Media	1000
6	VIP's	500
7	Volunteers	500
<b>Total</b>		<b>10000</b>

### 2.1.5 Support from the Authority:

- The authority shall be responsible for procuring the venue for the Events and shall provide the access to the venue as may be required by the agency for performing its services.
- The authority will facilitate procurement of all necessary governmental and/or regulatory approvals and licenses for successful delivery of the scope of the works and services.
- The authority shall set-up a dedicated team of officials, who shall liaise with the agency in relation to the Event.
- Any approvals sought by the agency in the course of its services shall not be unreasonably withheld or delayed, and any grant or rejection of such request for approval shall be communicated in writing forthwith to the agency with reasons thereof.

## 2.2 Payment Schedule

The agency will be paid based on the following payment schedule:

S.No	Payment Phases	Fee Payable	Percentage of Fee
1	Phase 1	Payment of 20% of the contract value will be made within 10 days of signing of the contract. This Advance Payment shall be adjusted against Invoices /bills raised by the successful Bidder.	25%
2	Phase 2	Successful mobilisation, installation of all branding elements across all venues and 30 locations in and around the City of Shillong	40%
3	Phase 3	Successful printing and distribution of the requisite Accreditation Cards	25%
5	Phase 4	Final payment post removal, uninstallation of all branding elements and retrofitting of the venues, submission of post event reports, photographs etc.	10%

The client will require 15 working days for release of payment for each milestone and raising of invoice.

The Agency has to ensure that any additional work done by the EMA has to be approved by the client, otherwise it will not be considered for payments.

All billed items are to be signed off by the officers deputed by the client 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).

### 3. Eligibility and Evaluation Criteria

#### 3.1 Minimum Eligibility Criteria:

S.No	Criteria	Required Documentation
1	<p>The Agency must be in existing for at least a period of three years and should have a registered office in Shillong, Meghalaya</p> <p>A Bidder may be a single entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium.</p> <p>In case of Consortium, both the member firms shall be a registered company OR firm in India registered under the relevant provisions/ Acts in India for the last three years as on the date of the issue of this RFP.</p>	<p>Documents like ROC registration, MoA of Company, AoA of Company, PAN, GST registration, etc. relating to business entity should be furnished</p>
2	<p>in the last 5 (Five) years, the agency should have solely undertaken and completed at least 2 (two) similar works (branding and accreditation management) for the event management projects for municipal/ state/ central government/, PSUs or any other government departments. The contract value for the project should be at least INR 10 Lakhs</p>	<p>Work Order/completion certificate from client</p>
3	<p>Financial Capacity: The agency should have an average turnover of at least INR 25 Lakhs per year in any 3 consecutive financial years in last 5 financial years ending 2021 (FY 2020-2021, FY 2019-2020, FY 2018-2019, FY 2017-18, FY 2016-17)</p>	<p>Certificate from Statutory Auditor/ Registered Chartered Accountant</p>
4	<p>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</p>	<p>Self-Attested Undertaking/Declaration</p>

S.No	Criteria	Required Documentation
	participating in any project, and the bar subsists as on the date of the Proposal.	

- Only Eligible Bidders will be taken up for Technical and Financial Evaluation.
- ‘Similar Works’: in general, the ‘Branding and Accreditation management for the events and programmes held by any municipal/ state/ central governments/ PSUs or any other Government Departments’ will be considered as ‘Similar Works’.

### 3.2 Conditions for Consortium and Subcontracting

Consortium and Subcontracting is permitted in this RFP. Consortium is allowed from the eligible entities to increase the technical eligibility and qualification of the proposal and make larger pools of experts available. The association may be formalized in form of a Joint Venture or any other suitable mechanism. The arrangement should clearly indicate the Lead Partner. The financial eligibility has to be met by Lead Partner individually. For the purpose of technical eligibility, the experience of the partners will be pooled together. However, subsidiary is not allowed to claim experience & turnover of its holding/ parent company or sister subsidiary company. A firm can only submit one proposal either individually or as a consortium. If a firm participates in more than one proposal individually or as a partner, then all such proposals will be rejected. A firm shall submit only one proposal, either individually or consortium partner.

In case of Consortium, additional Annexures in the format of Annexure A6, A7, A8 also need to be enclosed.

### 3.3 Evaluation

The financial proposals will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract. In L1 method of selection, Bidders shall submit both a technical proposal and a financial proposal at the same time. Minimum qualifying marks for quality of the technical proposal are as prescribed along with a structure for allotting marks for various technical criteria/attributes.

#### Technical Evaluation

The technical proposals are opened first and evaluated and the bids that qualify as per the technical evaluation criteria will only be considered as technically qualified/. Any Bidder that passes the benchmarks is declared as technically qualified and their financial bids are opened. The rest would be considered technically non-qualified and would not participate in the process.

#### Financial Evaluation

Financial proposals are then opened for only the eligible and qualified offers (Financial bids of other un-responsive and technically non-qualified Bidders are returned un-opened). L-1 (least cost) offer out of the qualified/responsive offers is selected on price criteria alone and issued an LOA

### 3.4 Technical Evaluation and Financial Bid Opening

The Technical Proposal evaluation of qualified bidders will be done out of total 100 marks in two parts:

- I. Evaluation of past project experience (Credential Score of 50 marks) Maximum 50 marks will be given based on the information and credentials submitted by the bidders in terms of relevant past project experience and financial capacity.
- II. Evaluation of project proposal to the Technical Evaluation Committee through a power point presentation (Presentation Score of 50 marks). The bidders shall be invited to make a presentation (20 Minutes each) to the Evaluation Committee (date and time of the technical presentation shall be communicated to the eligible bidders). The project proposal by the bidders in the form of a power point presentation as part of the technical proposal shall be evaluated and given scores (max. 50 marks) by the Technical Evaluation Committee.

The Technical Evaluation of the proposals shall be based on following parameters:

S.No	Criteria	Marks
1	The agency should have undertaken similar projects in the past in Meghalaya <b>No of Projects 1 – 2 : 10 Marks</b> <b>No of Projects 3 – 5 : 20 Marks</b> <b>Over 5 Projects : 30 Marks</b>	30
2	in the last 5 (Five) years, the agency should have solely undertaken and completed at least 2 projects of similar nature for municipal/ state/ central government/, PSUs or any other government departments. <b>No of Projects 2 to 4 – 7 marks</b> <b>No of Projects 5 to 7 – 15 marks</b> <b>More than 7 projects – 20 marks</b>	20
3	The agency should have an average turnover of at least INR 50 Lakhs (Rupees Fifty Lakhs) per year in any 3 (three) consecutive financial years in last 5 years (FY 2020-2021, FY 2019-2020, FY 2018-2019, FY 2017-2018, FY 2016-2017) <b>INR 25 Lakhs - 50 Lakhs - 5 Marks</b> <b>Over INR 50 Lakhs - 75 Lakhs - 7 Marks</b> <b>Over 75 Lakhs - 10 Marks</b>	10
4	Technical Presentation <b>a. Mobilisation and Workplan - 10 Marks</b> <b>b. Branding Concept Plans, City Branding Locations – 20 Marks</b> <b>c. Existing inventory and mobilisation capability of the requisite item and materials - 10 Marks</b>	40
<b>Total</b>		<b>100</b>

**Note:**

- Projects of similar nature will include branding and accreditation management for the event management projects for municipal/ state/ central government/, PSUs or any other government departments. The contract value for the project should be at least INR 10 Lakhs
- Evaluation will be carried out based on the comparative assessment of the experiences claimed by the bidders (in order of relevance to the project). The most relevant projects will be considered for Evaluation.
- For proof of experience; documentary evidence (Work Order/completion certificate from client) to be enclosed.

- III. The minimum technical score required for opening of Financial Proposals shall be 70.
- IV. The date and time for the technical presentation shall be communicated to the eligible bidders
- V. After the evaluation of quality is completed, the Client shall notify the bidders that have secure the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.
- VI. The Financial Proposals shall be opened publicly in the presence of the bidder's representatives who choose to attend. The name of the Firm, the technical scores, and the proposed prices shall be read and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- VII. The financial proposals will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract. In case of more than 1 bidder quoting the same lowest cost, the Authority may decide to choose the bidder scoring the higher marks in Technical Evaluation or may call for negotiations for final selection of the bidder. The Agency will take final decision on the award of work.

## **4. Instruction to Bidders**

### **4.1 Number of Proposals and respondents**

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

### **4.2 Proposal Preparation Cost**

- a. 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.
- b. Bidders are encouraged to submit their respective Proposals after visiting the office of the Client and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.
- c. All papers submitted with the Proposal are neither returnable nor claimable.

### **4.3 Right to accept and reject any or all the Proposals**

- a. 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.

Authority reserves the right to reject any Proposal if:

- a. At any time, a material misrepresentation is made or discovered, or
- b. The Bidder/s do/does not respond promptly and diligently to requests for supplemental information required for the evaluation of Proposals, or

- c. The Bidder does not adhere to the formats provided in the Annexure A to the RFP while furnishing the required information/details.

#### **4.4 Clarifications sought by the Bidder**

- a. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference.
- b. Bidders requiring any clarification on the RFP may send their queries to the Client by email at the mail-id provided in communications details in the Data Sheet with subject clearly written the following identification: "Queries/Request for Additional Information concerning Engaging services of an Agency for Branding and Accreditation Works for the The 2nd Northeast Olympic Games 2022, Shillong, Meghalaya
- c. The Client shall endeavour to respond to the queries within the period specified therein but no later than [7] [(seven) days] prior to the PDD.
- d. The Client reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Client to respond to any question or to provide any clarification.

#### **4.5 Clarifications sought by the Authority**

To assist in the process of evaluation of Proposals, Authority may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing. 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 submission of Proposals, the client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP. The amended RFP and/or the corrigendum shall be notified by the client in writing or by e-mail. These amendments will be binding on the Bidders.
- b. In order to afford prospective Bidders reasonable time to take these amendments into account in preparing their Proposals, the client may, at its discretion, extend the deadline for the submission of Proposals.

#### **4.7 Preparation and Submission of Proposals**

- a. The Proposal and all related correspondence and documents should 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 the Indian National Rupee (INR).

#### **4.8 Proposal Validity Period and Extension**

- a. Proposals shall remain valid for a period of 60 Days from the Proposal Due Date ("Proposal Validity Period") and Authority may solicit the Bidder's consent for extension of the period of

validity, if required. Authority 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, Authority may request Bidders to extend the validity period for specified additional period. Bidders, who may not extend the validity period, will deem to have withdrawn their Proposal at the expiry of validity period.

#### **4.9 Submission of Proposals**

- a. Bidders are invited to submit a Technical Proposal and Financial Proposal, as specified in the Data Sheet for services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- b. In preparing the Technical Proposal, bidders are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- c. The Technical Proposal shall provide the following information using the attached Standard Forms
  - 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 Applicant
  - Annexure – A5: Eligible projects undertaken by the Bidder (All the projects cited needs to be submitted by supporting credentials (work orders / completion certificates) from clients)
  - Annexure – A6: Conditions for Consortium (in case of consortium)
  - Annexure – A7: Power of Attorney for Lead Member of Consortium (in case of consortium)
  - Annexure – A8: Joint Bidding Agreement (in case of consortium)
  - Proposal Processing Fee
  - Earnest Money Deposit
- d. The Technical Proposal shall not include any financial information.
- e. In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Format:
  - Annexure – B1: Financial Proposal
  - Annexure – B2: Financial Proposal – Bill of Quantities (BoQ)
- f. The bidder will specify and compute all applicable taxes in the financial Proposal.
- g. The Data Sheet indicates how long the proposals must remain valid after the submission date. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the bidders who do not agree have the right not to extend the validity of their proposals.
- h. The original proposal (Technical Proposal and Financial Proposal); 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.

- i. An authorized representative of the firm initials all pages of the proposal. The representative's authorization shall be confirmed by a written Power of Attorney accompanying the proposal.
- j. For each proposal, the bidder shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original copy shall govern.
- k. Bidders shall submit the sealed proposals in two sealed envelopes as detailed below. The name and address of the bidder should be mentioned on each envelope. The language of the Proposals as well as the supporting documents shall be in English.
  - **Sealed Envelope I:** The cover of the envelope should clearly mention as "Envelope-I – Technical Proposal for "Engaging services of an Agency for Branding and Accreditation Works for the 2nd Northeast Olympic Games 2022, Shillong, Meghalaya". It will contain the Technical Proposal (original and copies as per data sheet) in specified format (Schedule A, B, C, D, E, F, G, and H) and any other relevant documents, duly signed by authorized representative of bidder with company seal, EMD and Non-refundable Proposal Processing Fee towards the cost of RFP document.
  - **Sealed Envelope –II:** The cover of the envelope should clearly mention as "Engaging services of an Agency for Branding and Accreditation Works for the 2nd Northeast Olympic Games 2022, Shillong, Meghalaya". It should contain Financial Proposal (Schedule I) duly signed by authorized representative of bidder with company seal.
  - **Sealed Envelope – III:** The cover of the envelope should clearly mention as "Proposal for Engaging services of an Agency for Branding and Accreditation Works for The 2nd Northeast Olympic Games 2022, Shillong, Meghalaya". This outer envelope will include the Sealed Envelope – I and Sealed Envelope- II.
- l. Tender complete in all respects may be submitted to the client through courier/ speed post/hand-delivery only such that they are delivered to the address mentioned in the Data Sheet on or before the time and date mentioned in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened. Tenders received by fax/mail will not be entertained.
- m. The client shall at its discretion, extend this deadline for submission of Proposals by amending the RFP, in which case all rights and obligations of the client and agency previously subject to the deadline will thereafter be subjected to the deadline as extended.

#### **4.10 EMD and Performance Bank Guarantee**

- a. INR 2 Lakhs in the form of demand draft or Bank Guarantee drawn in favour of 'Director of Sports & Youth Affairs, Govt. of Meghalaya', payable at Shillong. The Earnest Money Deposit shall be submitted along with the 1st Inner Envelope of the Technical Proposal
- b. The selected Bidder shall furnish a Performance Guarantee at the time of contract signing amounting to 10% of the Contract value in form of Bank Guarantee (BG), which should be valid for two years. The BG shall be returned or extended after the expiry of the project period as the case may be. The BG can be from any Nationalised or Scheduled bank.

#### **4.11 Test of Responsiveness**

Prior to evaluation of the Proposals, Authority will 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 as desired in this RFP.
- c. Information is provided as per the formats specified in the RFP.
- d. It mentions the validity period as set out in Data Sheet.
- e. Bids are accompanied with Bid Processing Fee (non-refundable) and EMD as specified in the Date Sheet of this RFP.
- f. Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Proposal.

#### **4.12 Negotiations and Award of Work order**

- a. Negotiations will be held at the address indicated in the Data Sheet. The aim shall be to reach agreement on all points and sign a contract.
- b. After the contract has been successfully negotiated, the shortlisted agency will be issued a Work order by the client. If the negotiations do not reach any conclusions and if the first Preferred Agency withdraws his proposal, the client may then invite Second Best Bidder for the negotiations.
- c. The other Bidders, which did not meet the Minimum Eligibility Conditions, not shortlisted for other stages of evaluation also the Bidders who were technically qualified but were not selected except the second-best Bidder, will be informed by the Client that they were unsuccessful. The Bid Security of such Bidders will be refunded within 3 weeks after issue of Work Order to the successful Bidder.
- d. No information on the evaluation proposal will be disclosed to any person other than those directly concerned with the selection process. Proposals of any Bidder, who tries to influence the evaluation, will be liable to be rejected.

#### **4.13 Term of the Contract**

- a. The contract shall extend for a period of 6 months from the date of signing of the agreement/ contract.
- b. The client shall review the performance of the Agency after completion of the Games before issuing Completion Certificate.

#### **4.14 Miscellaneous**

- a. The client requires that bidders provide professional services and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidders shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
- b. 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; and

- ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower and includes collusive practices 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.
- c. 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. National Games Secretariat, Government of Meghalaya reserves the right to accept or reject any Proposal and to annul the process at any time without assigning any reason thereof and without thereby incurring any liability to the affected bidder or without informing the agency of the grounds for such action by the Department.
- e. If in the view of authority, the performance of selected agency is not satisfactory, the selected agency has failed to safeguard the interest of the authority, the client may at its sole discretion, terminate the engagement of the selected agency. The authority, in doing so, shall intimate the firm in writing with its termination letter. The decision of the client in this matter shall be final and binding.
- f. Any delay/ default in quality of goods/services by the agency in the performance of its obligation, shall attract penalty at the rate of 3% of the value of particular work per day to a maximum of 30% of the value of relevant portion of Work Order. In case maximum penalty is levied, the firm may be blacklisted for a period of three years.
- g. All disputes arising shall be subject to the jurisdiction of the appropriate court at Shillong, Meghalaya and will be governed by the laws of India.

## Annexure- Formats

### Technical Proposal

#### Annexure - A1: Letter of Technical Proposal

To, Date:

Joint CEO,  
National Games Secretariat  
Government of Meghalaya  
J.N.S Complex. Polo Grounds, Shillong – 793001

**Sub:** “Proposal for Engaging services of an Agency for Branding and Accreditation Works for The 2nd Northeast Olympic Games 2022, Shillong, Meghalaya”

#### Regarding Technical Proposal

Dear Sir,

1. With reference to the RFP dated \_\_\_\_\_ for the above captioned project, and clarification issued by National Games Secretariat, Government of Meghalaya thereof, We \_\_\_\_\_, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as the **Agency for Branding and Accreditation Works for The 2nd Northeast Olympic Games 2022, Shillong, Meghalaya**. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is 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 Government of Meghalaya any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. We acknowledge the right of the Government of Meghalaya, 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 Addendum 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 Selection 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. If our Firm is qualified, we shall make a presentation to the Government of Meghalaya on the date specified upon intimation received from the Government of Meghalaya.

9. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney may be enclosed)

10. In the event our firm is selected as the Agency for this project we shall enter into a contract with the Government of Meghalaya.

11. 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.

12. 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/ authorized signatory of Lead Member in case of Consortium) (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.....son/daughter/wifeand presently residing at ....., who is presently employed with us and holding the position of .....as 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 Engaging services of an Agency for Branding and Accreditation Works for The 2nd Northeast Olympic Games 2022, Shillong, 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 Government of Meghalaya, representing us in all matters before the Government of Meghalaya, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with 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 Sports & Youth Services department.

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 (in case of Consortium, Particulars of members of the Consortium also to be provided)**

**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) Registered address:
- e) Year of Incorporation:
- f) Year of commencement of business:
- g) Principal 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 Bidder:**

- i) Name:
- ii) Designation:
- iii) Company:
- iv) Address:
- v) Phone No.:
- vi) Fax No.:
- vii) E-mail address:

(Signature, name and designation of the authorized signatory)

For and on behalf of .....\_\_\_\_\_

**Annexure – A4: Financial Capacity of the Applicant (Lead Member in case of Consortium)**

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Annual Turnover (In INR)</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		

**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 last three 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 (in case of Consortium, bidder can claim projects of all member firms)**

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

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

### **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 – A6: Conditions for Consortium**

In case the Bidder is a Consortium, it shall comply with the following additional requirements:

- i. The Bidder may be a Proprietorship firm /partnership firm/ Company as single entity or a group of entities (the “Consortium”), joining together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- ii. A Bidder may be a single entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration.
- iii. Number of members in a consortium shall not exceed 3 (three);
- iv. In the format of Annexure A3 (Particulars of the Bidder) above, the Proposal should contain the information required for each member of the Consortium;
- v. Members of the Consortium shall nominate one member as the lead member (the “Lead Member”). The nomination(s) shall be supported by a Power of Attorney, as per the format annexed, signed by all the other members of the Consortium;
- vi. The Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
- vii. An individual Bidder cannot at the same time be member of a Consortium applying for qualification.
- viii. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for qualification.
- ix. Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified in annexure (the “Jt. Bidding Agreement”), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Proposal.
- x. In case of a Consortium, the combined financial and technical capability of the Members should satisfy the above conditions of eligibility.
- xi. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- xii. Change in the composition of a Consortium will not be permitted by the Authority during the Bidding process.

## **Annexure – A7 Power of Attorney for Lead Member of Consortium**

Whereas the National Games Secretariat Government of Meghalaya (“the Authority”) has invited Proposals from interested parties for Engaging services of an Agency for Branding and Accreditation Works for The 2nd Northeast Olympic Games 2022, Shillong, Meghalaya (the “Project”).

Whereas, ....., ....., .....and ..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Proposal for the Project and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, ..... having our registered office at ....., M/s. .... having our registered office at ....., M/s. .... having our registered office at ....., and ..... having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Proposal for the Project, including but not limited to signing and submission of all Proposals and other documents and writings, participate in bidding process and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Proposal of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Proposal for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS

..... DAY OF ..... 2.....

For .....

(Signature) .....

(Name & Title) For .....

(Signature) .....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

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 – A8 Joint Bidding Agreement**

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

### **AMONGST**

- i. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at ..... (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

- ii. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at ..... (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

- iii. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at..... (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

### **WHEREAS,**

(A)[ National Games Secretariat, Government of Meghalaya having its office at JNS Stadium, Polo Grounds, Shillong, Meghalaya (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Proposals (the Proposals”) by its Request for Proposal No. .... dated ..... (the “RFP”) for Engaging services of an Agency for Branding and Accreditation Works for The 2nd Northeast Olympic Games 2022, Shillong, Meghalaya

(B)The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C)It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Proposal.

**NOW IT IS HEREBY AGREED as follows:**

**i. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**ii. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**iii. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding

(b) Party of the Second Part shall be {the Technical Member of the Consortium;}

{{c) Party of the Third Part shall be the other Member of the Consortium}}

(Please Specify Role of each Party such as Lead Member, financial Member etc. for the Project)

**iv. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till such time as the Project Completion is achieved under and in accordance with the Agreement.

**v. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and Corporation to enter into this Agreement.

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Corporation to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained.

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, Development Right, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to

prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

**vi. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Completion of the Project is achieved under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Corporation to the Bidder, as the case may be.

**vii. Miscellaneous**

7.1 This Joint Bidding Agreement shall be governed by laws of India.

7.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)



(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

1.

2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement 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. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member

# Financial Proposal

## Annexure – B1: Financial Proposal - Covering Letter

To,

Joint CEO,  
National Games Secretariat  
Government of Meghalaya  
J.N.S Complex. Polo Grounds, Shillong – 793001

Date:

**Sub:** “Engaging services of an Agency for Branding and Accreditation Works for the The 2nd Northeast Olympic Games 2022, Shillong, Meghalaya”

### Regarding Financial Proposal

Dear Sir,

We, \_\_\_\_\_ enclose herewith our Financial Proposal for selection of our firm as Agency to carry out “**Engaging services of an Agency for Branding and Accreditation Works for the 2nd Northeast Olympic Games 2022, Shillong, 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 2022-23

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	Item	Qty	Rate (INR)	Total (INR)
1	Flex & frame - Inside venues	50000 Sq. Ft.		
2	Vinyl branding	20000 Sq. Ft.		
3	Vinyl on sun board branding	20000 Sq. Ft.		
4	Backdrops	10000 Sq. Ft.		
5	Main Gate Arch	20000 Sq. Ft.		
6	Standees	2000 Sq. Ft.		
7	Branding for GOM, Meghalaya Tourism etc.	2500 Sq. Ft.		
8	Stickering	10000 Sq. Ft.		
9	Signages to Venues	15000 Sq. Ft.		
10	City Branding	30 Locations		
<b>Sub Total(A)</b>				
1	Accreditation Cards Printing and end-to-end delivery of the function	10000 Cards		
<b>Sub Total(B)</b>				
<b>Total(A+B) in INR</b>				
<b>Applicable Taxes in INR</b>				
<b>Grand Total in INR</b>				

- All work should be carried out in consultation with designated committees/officials of the Government of Meghalaya.
- The numbers indicated herewith are tentative and may be scaled-up or scaled-down. The final requirements shall be derived upon in consultation with the successful bidder & other stakeholders, basis venue specific on ground requirement.
- The bidders are advised to conduct physical visits to the venues for proper assessment of cost of items.

### Notes:

- No conditions should be attached to the price proposal.
- 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.